

331  
N278  
1919-20

# SEVENTEENTH BIENNIAL REPORT

## Labor and Compensation

1919—1920

NEBRASKA



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**SAMUEL R. McKELVIE, Governor**  
**FRANK A. KENNEDY, Secretary of Labor**



1919-20

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Chief of Division of Compensation ..... Lester L. Dunn  
Investigator ..... John Larsen  
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Stenographer ..... Nina E. Burton  
Clerk in Omaha Office .....Arthur F. Clark  
Manager Free Employment Office, Lincoln ..... Frances L. Robinson



GOVERNOR SAMUEL R. McKELVIE

## LETTER OF TRANSMITTAL

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Lincoln, Nebr., December 31, 1920.

To His Excellency Samuel R. McKelvie, Governor of Nebraska:

In compliance with the laws of the State of Nebraska I have the honor of submitting herewith the Seventeenth Biennial Report of the Department of Labor of this state; and in addition thereto the report of the Commissioner of the Workmen's Compensation Law as amended by the Legislature of 1917-1919, effective July 18, 1919.

Respectfully,

FRANK A. KENNEDY,  
Secretary of Labor and Compensation Commissioner.

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## PART I

### DIVISION OF COMPENSATION

Lincoln, Nebraska,  
December 31, 1920

Hon. Samuel R. McKelvie,  
Governor, State House,  
Lincoln, Nebraska.

Dear Governor:

The Department of Labor respectfully submits its report of activities during the years 1919-1920, as follows:

Because of the human interest in the compensation department the work has been most interesting. It has been the aim of the Secretary of the department to keep his heart in the work and to inspire his assistants with the idea that the service rendered the victims of industrial accidents in Nebraska should never become routine or mechanical. Each accident, to the victim is an unfortunate occurrence in his or her life. The more serious ones are a shock to the whole force of a work shop and a further shock to the neighborhood in which the victim lives. It is not and must never be considered the same as the fire loss with its subsequent adjustment in dollars around a table. The losses adjusted in this department are for hands and legs and feet and arms and eyes and lives of men and women.

The compensation law is the most humane statute in the books of law of Nebraska. It protects tens of thousands of victims of accidents in industries covered by it, whether the fault be charged to the victim, a fellow servant, or to the employer. They pour in a never ending stream through the hoppers of the adjusting departments of the insurance companies into the Department of Labor. Considering the youth of compensation laws in this country, the wonder is that so many thousands of cases are adjusted and liquidated without dispute or contest.

All this, however, does not mean the Division of Compensation has had smooth sailing. The tricky adjusters of a few insurance companies, and a few, very few, corporations who carry their own insurance, practiced their arts on the Commissioner and his assistants in the early period of the term, but the total paid in compensation and medical expense during the biennium does not indicate the injured workers were the losers all the time.

The most important event of the two years' work in this department was the supreme court decision in the Perry Case, which is printed in full in another part of this report. Soon after coming into office the department learned that a few insurance adjusters had been in the habit of striking sharp bargains with injured workers by making lump sum settlements for less than the law specified should be paid for loss or partial loss of members. When the department learned of this practice it at once took a firm stand against it and in every instance refused to approve one of these settlements for a single cent less than the law provided. The settlement in the Perry case was a glaring instance of this practice. In July, 1919, an alleged settlement was made in this case. The department refused to approve it, and then began a legal contest to have the settlement set aside. In October, 1920, the supreme court handed down its decision which sustained in every particular the contentions maintained by the department. We consider it the most important decision ever handed down by the Nebraska supreme court affecting the compensation law. The decision should be read by every employer and employe in the state.

Nothing in connection with the administration of the compensation law gave so much concern to the department during the first year of our work as the adjustment of doctor bills that were held to be excessive by insurance companies. Our first concern was to see that the injured worker received the very best attention the medical profession of the state could give. Second, we wanted the doctors to be paid a reasonable fee for their services, so there would be no danger of cheapening the compensation law, and risking the injured worker being neglected because of mistaken niggardliness on the part of insurance companies. The Commissioner felt keenly his lack of experience in connection with the task of deciding for an insurance company whether or not the professional services of a physician to an injured worker fifty or four hundred miles away was reasonable or unreasonable. The department, with the advice and assistance of the Department of Public Welfare prepared a medical fee schedule covering industrial accidents. This schedule was submitted to fifty physicians, surgeons and specialists in various parts of the state for suggestions, be they either increases or reductions in the various items. From this was prepared a composite fee schedule that is being used as a basis by the department to adjust claims for professional services to the injured workers who come under the compensation law. The doctors cooperated in a friendly and sympathetic manner with the department in preparing the fee schedule, and as a result the second year of the biennium the grief this duty entailed upon the department was reduced to a minimum.

During the biennium the Commissioner heard 244 contested cases. This was an increase of 171 over the number heard during the incumbency of his predecessor. When these cases were heard in Lincoln or Omaha, it consumed a half day of the Commissioner's time. When they

were heard out in the state it consumed the time of the Commissioner going and coming as well as a full day for the hearing.

During the biennium there was a total of 24,949 accidents reported to the department. This was an increase of 4,590 over the number reported during the years 1917-1918.

The following table shows the amount of compensation and medical expenses paid each year since the law was adopted by the state:

|            |              |
|------------|--------------|
| 1915 ..... | \$ 51,167.37 |
| 1916 ..... | 116,958.24   |
| 1917 ..... | 153,031.73   |
| 1918 ..... | 141,777.47   |
| 1919 ..... | 345,476.24   |
| 1920 ..... | 540,213.08   |

The total amount paid to injured workers during the years 1919 and 1920 was \$885,689.32, which is \$590,880.12 in excess of what was paid during 1917 and 1918. Further, it was \$423,754.11 in excess of what was paid during the four years prior to 1919.

There is but one penalty in the compensation law and that is fifty per cent of the amount of the compensation, which is applied when there is delay in the payment of compensation beyond the time specified in the law when it should be paid. In the brief synopsis of the cases heard by the Commissioner, which are printed in another part of this report, it will be noted the number of times the penalty was applied.

#### THE YEAR 1919.

Following is the statistical report of the activities of the Division of Compensation during the year 1919:

|                                    |              |
|------------------------------------|--------------|
| Number of accidents reported ..... | 11,273       |
| Cases closed .....                 | 8,791        |
| Cases pending .....                | 2,482        |
| Compensation paid .....            | \$255,313.36 |
| Medical expenses .....             | 90,162.88    |

Total money paid ..... \$345,476.24

#### THE YEAR 1920.

Following is the report for the year 1920:

|                                    |              |
|------------------------------------|--------------|
| Number of accidents reported ..... | 13,676       |
| Cases closed .....                 | 9,729        |
| Cases pending .....                | 3,947        |
| Compensation paid .....            | \$402,780.94 |
| Medical expenses .....             | 137,432.14   |

Total money paid ..... \$540,213.08

## COMPARATIVE STATEMENT.

Below is a comparative statement compiled from the records of the department since the compensation law became effective in Nebraska:

|                             | 1915         | 1916         | 1917         | 1918         | 1919         | 1920         |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| No. Accidents.....          | 4,082        | 10,822       | 12,293       | 7,066        | 11,273       | 13,676       |
| Cases closed.....           | 2,222        | 5,411        | 13,298       | 6,463        | 8,791        | 9,729        |
| Compensation ...\$24,923.62 | \$ 76,143.50 | \$101,204.51 | \$102,540.48 | \$255,313.36 | \$402,780.94 |              |
| Medical expense 26,243.75   | 50,814.84    | 51,827.22    | 39,231.99    | 90,162.88    | 137,432.14   |              |
| Total.....                  | \$51,167.37  | \$116,958.34 | \$153,031.73 | \$141,777.47 | \$345,476.24 | \$540,213.08 |

## FATAL CASES.

In 1919 there were 28 fatal accidents.

In 1920 there were 50 fatal accidents.

Total fatal accidents 78.

During 1917-18 there were 28 fatal accidents.

## SETTLEMENTS OUT OF COURT.

The following cases were appealed to the District Court from the Commissioner's award, but were settled before being tried by the District Court:

(Insurance carrier: Ocean Accident and Guarantee Company.)

Edward Anspach vs. Western Potash Company—Award of Commissioner; Compensation at \$12.00 each week until disability ended. If not restored to normal condition, compensation to be paid for life. Settled for \$2,000.00.

(Insurance carrier: U. S. Fidelity and Guarantee Company.)

Charles Olson vs. Jay Burns Baking Company—Award of Commissioner; Compensation at \$12.00 each week, and medical treatment until disability ended. Settled for \$350.00.

(Insurance carrier: Casualty Reciprocal Exchange and Guarantee Co.)

Oscar Sadowski vs. Omaha Furniture & Carpet Company—Award of Commissioner; Compensation at \$12.00 each week for 300 weeks; after that for the remainder of his life, \$9.00 each week. Settled for \$1,000.00.

## CASES PENDING IN DISTRICT COURT.

The following compensation cases having been heard by the Compensation Commissioner, awards made and appealed to the District Courts, are still pending:

## Douglas County.

Richard Aboud v. Albert N. Eaton and Travelers Insurance Company.

John Ballard v. M. L. Leach.

Max Cackin v. Imperial Sash & Door Company.

Mrs. G. Clark v. Morris & Company.

Annie Copeland v. Gordon Fire Proof Warehouse & Van Company

John O. Elmquist v. Stiles Construction Company.

John V. Gannon v. Albert N. Eaton.

H. Clyde House v. Westinghouse Church Kerr & Company and Travelers Insurance Company.

Eva Hugenberg v. Morris Packing Company.  
 James Kenna v. Judge C. Belcher.  
 Edward G. Kline v. Phil. Walenz.  
 Fred W. Miskel v. Harry A. Koch Company.  
 Mary Nalty v. Dr. G. W. Todd.  
 E. W. Poast v. Omaha Merchants Express & Transfer Company.  
 Travelers Insurance Company, John Lof v. Jack E. Goodwell.  
 Travelers Insurance Company, Loose Wiles Biscuit Co., v. Elmer

Hammer.

George Troxcil v. Morris & Company.  
 Elizabeth Urak v. Morris & Company.  
 Frank Wakefield v. Swift & Company.  
 Western Newspaper Union v. Arthur Dee.  
 World Publishing Company v. George Greenblatt.  
 Skinner Packing Company v. Glen, Pearl, Lester, Earl, Carrie

Babcock.

Edward Sulak v. J. L. Brandeis & Sons.

#### Lancaster County.

J. G. Anthony v. R. E. Richardson and E. A. Gehrke.  
 Edw. W. Brandt v. City of Lincoln.  
 Catherine Eckery v. Charles D. Griffiths.  
 Gooch Milling Company v. Cal. Thompson.  
 Jas. E. Holaday v. C. W. Zwingle Company.  
 M. A. Matters v. Beatrice Creamery Company.  
 Lona A. Woodward v. Phil. and Abe Byron.

#### DOUGLAS COUNTY CASES

The following is the record of cases heard in Douglas County during the years 1919-1920:

|                                                              |     |
|--------------------------------------------------------------|-----|
| Cases heard by Commissioner .....                            | 170 |
| Cases appealed to District Court .....                       | 57  |
| Cases pending on appeal .....                                | 24  |
| Cases affirmed by District Court .....                       | 13  |
| Cases reversed by District Court .....                       | 3   |
| Affirmed by District Court, reversed by Supreme Court .....  | 1   |
| Cases on which Commissioner's award was increased .....      | 3   |
| Cases settled before coming to trial in District Court ..... | 14  |

#### ACCIDENTS IN PACKING INDUSTRY.

It might be of interest to give the following accident reports covering the packing industry of the state:

|                        | 1915 | 1916 | 1917 | 1918 | 1919 | 1920 |
|------------------------|------|------|------|------|------|------|
| Armour & Company ..... | 69   | 138  | 21   | 350  | 207  | *410 |
| Cudahy & Company ..... | 33   | 55   | 106  | 224  | 120  | 126  |
| Morton-Gregson .....   | 38   | 42   | 147  | 192  | 138  | 177  |
| Swift & Company .....  | 54   | 215  | 307  | 191  | 339  | *454 |
| Morris & Company ..... | 38   | 6    | 7    | 11   | 59   | 157  |

Skinner Packing Company, 1919 and 1920. 279.

\*The reason for the large number of accidents reported is that all accidents where medical attention is given are reported. The other reports are for accidents where there was a loss of time.

## HEARINGS BY THE COMMISSIONER

Following is a brief story of each of the 244 cases heard by the Commissioner during the years 1919 and 1920:

### DOCKET ONE.

**1-1: H. Clyde House vs. Westinghouse-Church-Kerr Company, Omaha.**

(Insurance carrier: Traveler's Insurance Company.)

On June 3, 1918, plaintiff was employed at the Union Pacific shops in Omaha as an electrician by defendant company. While so employed he burned his hand on an uninsulated wire, necessitating the amputation of one-half of the middle finger of his left hand. Defendant admitted liability and had paid \$192.00. Plaintiff refused to accept further compensation, because of dispute over third party suit. On hearing plaintiff was allowed a balance of \$168.00 and \$5.00 medical expenses. Appeal from this award was taken to the district court.

**1-2: Ernest Ellis vs. J. J. Hannighen Company, Omaha.**

(Insurance carrier: Maryland Casualty Company.)

On or about September 15, 1918, while employed by defendant company, plaintiff, with other employes, was carrying a 60-foot beam. In some manner the beam fell on plaintiff's right foot and ankle, resulting in the breaking of certain bones in his foot and ankle. Before the date of hearing was had an agreement was reached between the parties and case was dismissed.

**1-3: Mary Rooney vs. City of Omaha.**

Frank Rooney, a police officer for the City of Omaha, was killed while in the discharge of his duties on or about January 31, 1918. Suit was brought before the commissioner for compensation. It was admitted by defendant that husband of plaintiff was killed while in the discharge of his duties, but contention was made that plaintiff was receiving \$50.00 each month in pension from the taxes of the city. Compensation was denied for the reason that it would not be fair to allow one class of industrial workers compensation and another class a pension and compensation. To have allowed this claim would result in the widow of this officer receiving \$102.00 each month for a period of seven years. Appeal from this decision was taken to the District Court. The district judge reversed the decision of the Commissioner, and then an appeal was taken to the Supreme Court. The Supreme Court sustained the decision of the Commissioner.

**1-4: William McKinney vs. Union Fuel Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On the 31st of December, 1918, plaintiff was carrying coal from a wagon to the cellar of a residence in Omaha. While so employed he froze a part of the first and second fingers of his left hand and a part of the middle finger of his right hand. Compensation for 17½ weeks at \$12.00 each week was allowed by the Commissioner. Appealed to District Court. The Commissioner's award was sustained.

**1-5: Nick Bobic vs. Armour and Company.**

Plaintiff alleged that on October 18, 1918, while employed as a laborer for the defendant, plaintiff sustained injuries to his neck, back and parts of his arms, also lost the sight of one eye by an elevator

striking him on the back of the head. Defendant was willing to pay compensation for disability sustained by plaintiff, but denied that he lost the sight of an eye or was permanently injured in said accident. Commissioner allowed total disability for 9 weeks and 2 days, at \$12.00 each week. An appeal was taken, but later plaintiff accepted the award.

**1-6: Updike Grain Company vs. Albert Swanson, Omaha.**

(Insurance carrier: Employers Liability Assurance Corporation.)

This is a case where the insurance company brought suit before the Commissioner to determine the extent of an injury to defendant. On July 12, 1918, defendant was employed as a carpenter for a contractor at the elevator of the Updike Grain Company and injured his left hand. Compensation to the amount of \$204.00 and medical expense was paid by plaintiff to defendant, then suit was brought to determine the further disability. Defendant's answer was that he did not know the extent of the injury. Compensation for thirty weeks, at \$12.00 each week, together with medical expenses, was allowed by the Commissioner. An appeal was taken to the District Court where the award of the Commissioner was sustained. A further appeal was taken to the Supreme Court. The Supreme Court reversed the decision of the District Court and the Commissioner.

**1-7: John Stoica vs. Morris and Company, Omaha.**

On November 16, 1918, while employed at the packing plant of defendant company at Omaha, one of the employees of said company threw a piece of meat against plaintiff's hand, causing him to lose his balance. In the slip, plaintiff cut his hand with the knife he was using as a butcher, incapacitating him for a period of about three months. The case was set for hearing at Omaha April 7, 1919, but prior to the hearing agreement was reached between the parties involved and the case was dismissed.

**1-8: William D. Anderson vs. George Kiene and William Busch, partners.**

(Insurance carrier: Southern Surety Company.)

On July 24, 1918, plaintiff was working as a laborer in the construction of a building in Benson. On the above date he was injured by falling from a scaffold to the ground. Plaintiff was paid compensation for a period of twenty-one weeks at \$12.00 each week, when payments were stopped. Suit was brought on the claim of total disability. Defendant's answer was that plaintiff had been paid all the compensation that was coming to him; that there was no total disability as plaintiff had secured other employment. A hearing was had and further compensation was denied plaintiff. An appeal was taken from the decision of the Commissioner. The District Court sustained the decision of the Commissioner. A further appeal was taken to the Supreme Court when the decision of the lower court was affirmed.

**1-9: Martin Gruber vs. Roberts Construction Company, Seward.**

(Insurance carrier: Traveler's Insurance Company.)

On the 28th day of September, 1916, while in the employ of the Roberts Construction Company at Seward, as a laborer, plaintiff received an injury to his knee. Defendant company paid compensation to plaintiff for 108 weeks at \$6.75 each week, at the end of which time defendant company claimed the disability had ended. A hearing was had at Seward May 16, 1919. Commissioner found that payments made

to plaintiff had been adequate and sufficient. Case was dismissed without prejudice.

**1-10: Central Telephone Company vs. Fred Burgess, Omaha.**

(Insurance carrier: Employers Liability Assurance Corporation.)

Defendant was employed as electrician and was installing wiring in a store in Greeley on May 20th, 1918. He fell from a ladder, bruising his arm and shoulder. Plaintiff paid \$13.71 compensation together with medical expenses and asked defendant to sign final receipts. Hearing was had in Greeley February 19, 1919. Compensation for a period of 9 weeks at \$12.00 each week was allowed defendant.

**1-11: Oscar Sadowski, vs. Omaha Furniture and Carpet Company, Omaha.**

(Insurance carrier: United States Fidelity & Guarantee Corporation.)

Plaintiff was a bookkeeper for defendant. On June 10th, 1918, while in the act of lifting a book from the office safe he straightened up to get a swing sufficient to put the book on a high desk close at hand. In doing so he bumped the top of his head on the safe door jam. Within half an hour thereafter he was stricken with a stroke of apoplexy. He was assisted to a street car and accompanied home by a fellow employe. Right arm and leg at time of hearing were such as to cause total incapacity. Commissioner found for plaintiff, holding that he was totally and permanently disabled. An award of compensation for a period of 300 weeks at \$12.00 each week and for the remainder of his life, \$9.00 each week was made. Appeal was taken to District Court and then plaintiff agreed to a settlement for \$1,000.00.

**1-12: Gustave Johnson vs. Farmer's Elevator Co., Chappell.**

(Insurance carrier: Employers Liability Assurance Corporation.)

On the 16th day of January, 1919, plaintiff was working at his trade as a carpenter. Scaffolding gave way, and in the fall, plaintiff injured right ankle and foot. Hearing was had at Chappell, and compensation was allowed for a period of eight weeks at \$12.00 each week, together with medical expenses. Defendant appealed. Later settled by parties out of court.

**1-13: Lucy M. Johnson, executrix of the estate of Amos C. Johnson vs. Public Service Company, a corporation of York.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On July 18, 1918, Amos C. Johnson was engaged in the work of moving two boilers for his employer, the Public Service Company of York. While thus employed it was necessary to erect a scaffold. Two men employed by the defendant assisted Mr. Johnson in this work. While passing a wire around the posts near the transformers, and under the corner of the scaffold, the wire came in contact with the charged wire near the transformers, which caused the current of electricity to pass through the body of Amos C. Johnson, killing him instantly. Payment of compensation by the insurance company was resisted because it maintained the employment of Mr. Johnson was casual. When the case came on for hearing, May 23, 1919, the insurance company made no defense and plaintiff was awarded compensation for 350 weeks at \$12.00 each week and funeral expenses of \$100.00.

**1-14: Hoyle Homer vs. Olson Construction Company, Lincoln.**

(Insurance carrier: Maryland Casualty Company.)

On December 18, 1918, Hoyle Homer was employed as a laborer for the Olson Construction Company, in the erection of a building in Lincoln. While thus employed, he fell through an unguarded elevator shaft, from the first floor to the basement, sustaining injuries that incapacitated him from employment. Compensation in the sum of \$96.00 and doctor bill of \$11.00 was paid plaintiff, when payments stopped. Suit was brought to collect further compensation. Defendants claimed compensation had been paid during disability and that plaintiff would not submit to further physical examination. Hearing was had on April 14, 1919, and compensation was allowed from December 18, 1918 to March 9, 1919, at \$12.00 each week, less \$96.00 already paid. Notice of appeal given, but later commissioner's award was complied with.

**1-15: Gooch Milling and Elevator Company vs. Cal Thompson, Lincoln.**

(Insurance carrier: Integrity Mutual Casualty Company.)

While employed by the Gooch Milling and Elevator Company at Lincoln, on October 13, 1918, defendant sustained injuries to his arms and shoulders. He was paid \$135.13 in compensation. Petition was filed by plaintiff to determine disability, if any existed, as defendant was insistent that he had further compensation coming to him. After hearing the evidence it was agreed between all parties interested "That plaintiff company shall at its own expense, send defendant to Dr. F. E. Coulter, at Omaha to be examined by him and treated if, in the opinion of Dr. Coulter, such treatment would be beneficial and tend to improve defendants physical condition." Dr. Coulter's report stated that defendant "is a normal man in every way and capable of resuming his former occupation." Commissioner denied further compensation. An appeal was taken to the district court from the order of the Commissioner.

**1-16: Samuel A. Siam vs. The Lincoln Traction Company, Lincoln.**

On February 22, 1919, plaintiff was employed as a fireman in the defendant company's power plant. Plaintiff was rolling the fire with a bar about eighteen feet long. In some manner he strained himself, causing hernia. Hearing was held in Lincoln, May 8, 1919. An award was made for \$12.00 each week from April 12, 1919 until disability ended. An appeal was taken from the award of the Commissioner. On June 13, 1919, the Commissioner called on the manager of the Lincoln Traction Company and suggested that nothing was to be gained by delay in this case; that it would be much better to cure the injured workman so he could go to work, thus stopping compensation. He agreed with the Commissioner, and directed that the injured workman be sent to a hospital to be operated on. The appeal was dismissed.

**1-17: J. A. Brown vs. Hebb Motor Company, Havelock.**

(Insurance carrier: London Guarantee and Accident Company.)

J. A. Brown, through his attorney, filed a petition for a re-opening of his case. He was injured July 25, 1918, was paid compensation according to law and signed a final receipt, October 19, 1919. The case was set for hearing May 15, 1919. Inasmuch as neither the plaintiff, nor his attorney put in an appearance, the case was dismissed without prejudice,

**1-18: Frank Schellhart vs. Cudahy Packing Company, Omaha.**

On January 9th, 1919, plaintiff was employed as a laborer for the defendant company at Omaha. That while on a company wagon, the horses became frightened, made a sudden jump and threw plaintiff to the ground, injuring his back. He returned to work two weeks following. On February 4th, 1919, he was compelled to remain away from work for a period of five days, and on March 22, 1919, found it impossible to continue at work. After a hearing Commissioner directed further examination by doctor to determine the disability of plaintiff. On August 11th, 1919 a settlement was made in this case for \$250.00, the same being approved by the Commissioner and the case was dismissed.

**1-19: Simon B. Ostergard vs. American Smelting and Refining Company, Omaha.**

Simon B. Ostergard was employed by defendant company as a laborer. On February 8th, 1919, plaintiff was thrown from a car and injured. Defendant claimed that injury did not disable plaintiff from work for more than one day. On hearing the evidence, Commissioner suggested that plaintiff be sent to a specialist to have a thorough examination made as to his physical condition. This was agreed to by all parties interested. The doctor reported that plaintiff was suffering no physical disability. The case was dismissed.

**1-20: Lola O'Dell vs. Miller and Paine, Lincoln.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On September 12, 1918, plaintiff was employed by defendant as a cashier. In dusting her desk on the above date, she pricked her finger on a pin. Two days later infection set in and resulted in disability. Insurance company denied that an accident happened to defendant. A hearing was had and compensation was awarded to plaintiff for 3 weeks at \$7.33 each week, together with medical bill of \$26.00.

**1-21: Jerry Karnes vs. Campen Company Corporation, Omaha.**

(Insurance carrier: Employers Liability Assurance Corporation.)

On or about September 16, 1918, plaintiff was employed as a laborer for defendant. In the course of his employment, he sustained an injury to his right hand. Compensation was paid up to November 11, 1918, by insurance company and then further payments were denied. Petition for a hearing before the Commissioner was filed, and the hearing was held on April 12, 1919. An award was made for 24 weeks at \$12.00 each week from date of injury. Appealed to District Court. Plaintiff was allowed compensation for 52½ weeks at \$12.00 from November 11, 1918.

**1-22: Ernest August Worm vs. Metropolitan Water District of the City of Omaha.**

On October 15, 1918, while at work installing water meters for defendant, plaintiff was injured by a water meter falling from top of a ditch striking him on the back of the head. Within thirty days, plaintiff became totally blind. A petition was filed and claim was made that plaintiff's disability was the result of the accident of October 15, 1918. A hearing was had on September 26, 1919, in Omaha. Claim was set up by defendant that disability of plaintiff was due to sickness and not to an accident. The Commissioner awarded compensation to the plaintiff for total disability, being \$12.00 each week for 300

weeks, and for the remainder of his life \$9 00 each week. Appealed to District Court.

**1-23: Stanley Banks vs. The Saratoga Steam Laundry, Omaha.**

(Insurance carrier: Georgia Casualty Company.)

Plaintiff was employed as a laborer by defendant. On December 9, 1918, plaintiff sustained an accidental burn on the right elbow, said burn causing infection which resulted in disability. Defendant claimed disability was due to illness and not to accident. Hearing was had and the Commissioner awarded plaintiff compensation of \$12.00 each week from December 10, 1918, to and including April 18, 1919, together with \$75.00 medical and hospital expenses.

**1-24: George Greenblatt vs. World Publishing Company, Omaha.**

(Insurance carrier: Maryland Casualty Company.)

On May 6, 1918, plaintiff was employed as a newspaper carrier for defendant. While so employed and while riding on defendant's truck from station where he obtained his papers, to a point where his route began, he fell from truck and broke his left leg. Defendant denied liability on the ground that relation of employer and employee did not exist between plaintiff and defendant, because an agent of defendant made contract with plaintiff, and the former was working on commission. Hearing was had on May 28, 1919, and an award was allowed plaintiff of \$5.00 each week for 60 weeks, together with medical and hospital expenses. Appealed to District Court.

**1-25: George P. Hepp vs. McKeen Motor Car Company, Omaha.**

Plaintiff claimed that on November 20, 1918, while employed by defendant company as a laborer, he and other employees were lifting steel frames for motor cars. While so employed, his co-workers in some manner threw the weight of said frame in such a way as to strain plaintiff in the muscles and cords of his groin on the right side. Defendant company admitted all the allegations in plaintiff's petition, but denied it came under the Nebraska Workmen's Compensation Law because it did not elect to carry its own risk or insurance in a carrying company. A hearing was had September 11, 1919, in Omaha, when defendant company presented evidence contradicting the allegation of the plaintiff with reference to the extent of the injury or that there was an injury. At the close of the hearing, the Commissioner denied compensation, and dismissed the case without prejudice.

**1-26: William Hewett vs. Adolph Gaebhardt, Columbus.**

(Insurance carrier: New Amsterdam Casualty Company.)

On November 1, 1918, while in the employ of defendant as a carpenter, plaintiff suffered an accident caused by a quantity of brick and mortar falling on him, injuring his face, head, arms and body. Prior to a hearing day being set, attorney for plaintiff filed a notice of withdrawal of petition, and the case was dismissed.

**1-27: Catherine Cassil vs. American Smelting and Refining Company, Omaha.**

On January 27th, 1919, while A. C. Cassil, husband of plaintiff was employed by defendant, he was killed by a fellow employee during working hours. Defendant denied compensation for the reason that death was the result of a quarrel. A hearing was had May 29th, 1919, and Commissioner, holding that deceased was killed by a watchman,

a fellow employe, during working hours; and that the shot fired was from a revolver which was the property of defendant. Commissioner held that death was the result of an accident, and allowed plaintiff compensation for 350 weeks, at \$12.00 each week, together with \$100.00 funeral expenses. An appeal was taken from the award of the Commissioner to the District Court of Douglas County. District Court Judge entered a decree reversing the award of the Commissioner, upon appeal to the Supreme Court, the District Court was reversed, on rehearing the district Court was sustained.

**1-28A: Walter Copridge vs. George Wright, Valparaiso.**

(Insurance carrier: Ocean Accident and Guarantee Corporation.)

Plaintiff was employed as a laborer by George Wright, a contractor, engaged in the erection of a house at Valparaiso. On the day of the accident plaintiff was carrying a hod of mortar up stairs, when he sank down on the floor exhausted. Claim was made that disability of plaintiff was caused by over exertion. Defendant alleged the disability was due to sickness and not an accident. Compensation was allowed in the sum of \$12.00 each week from March 21st, 1919 to and including June 18th, 1919.

**1-28: John M. Cook vs. American Smelting and Refining Company, Omaha.**

While employed as a laborer for defendant company on April 3, 1919, plaintiff while cleaning sediment from flues, slipped and fell, receiving injuries that caused hernia. Defendant admitted liability and tendered compensation to pay for time of employee's disability, but denied liability for medical and hospital bills for the reason that plaintiff refused to accept service of defendant's physician. Compensation was allowed in the amount of \$12.00 each week until disability ended.

**1-29: Sylvester Cornell vs. Delco Service Company, Omaha.**

(Insurance carrier: New Amsterdam Casualty Company.)

On November 23rd, 1918, while plaintiff was employed as a laborer for defendant, he was opening a door of garage when an automobile backed against plaintiff, breaking his left wrist and bruising his arm. Compensation was paid till January 4, 1919. Plaintiff returned to work January 6, 1919. Later a petition was filed by plaintiff, claiming further compensation. Commissioner ordered that plaintiff submit himself for further medical and hospital treatment to be furnished by defendant; that during such treatment plaintiff was to receive compensation at \$12.00 each week until disability shall have ended. Plaintiff failed to comply with the order of the Commissioner.

**1-30: David Resnick vs. Dresher Brothers, Omaha.**

(Insurance carrier: Maryland Casualty Company.)

While in the performance of his duties in the dye room of defendant, plaintiff was lifting wet garments out of a vat. While so employed he strained himself in such a manner as to cause a hernia. Compensation was denied because plaintiff failed to submit to proper examination and medical treatment. Hearing was had May 27th, 1919. The Commissioner ordered that both parties should arrange for a physical examination of plaintiff in Denver, Colorado, in a reasonable time not to exceed ninety days, to determine whether or not he was in physical condition to undergo an operation. Before that period ex-

pired, plaintiff's attorney submitted report of a physical examination made by one doctor in Denver, which stated that plaintiff was unable to stand an operation. Commissioner's order further provided that in the event the plaintiff refuses to submit to such operation, if deemed necessary by the physicians, then the case shall be dismissed. An appeal was taken from the order of the Commissioner. The case was later settled for \$312.00.

**1-31: Glenn Taylor, by his mother, Mrs. Ralph Taylor, in behalf of the estate of Glenn Taylor vs. Omaha Flour Mills Company, Omaha.**

(Insurance carrier: London Guarantee and Accident Company.)

Glenn Taylor, 19 years old, was employed by the Omaha Flour Mills Company. On March 8, 1919, his clothes became caught in the machinery and his neck was broken causing his death. The dispute in this case was as to the extent his mother was dependent upon his earnings. It was shown that he had contributed various sums to his parents while living at home and had contributed from his earnings while employed in Omaha. The Commissioner allowed plaintiff the sum of \$6.00 each week for 350 weeks, \$100.00 funeral expenses, from and after the 7th day of February, 1919. Appealed to District Court. Settled out of court.

**1-32: Eftemie Stoica vs. Cudahy Packing Company, Omaha.**

In October, 1918, plaintiff while stepping from one refrigerator car to another, fell between the cars to a cement ditch, injuring his left foot. In addition to the sum of \$149.09 already paid in compensation, the Commissioner allowed further payments of 24 1/4 weeks at \$12.00 each week.

**1-33: Addie E. Crowley vs. Lincoln Gas and Electric Light Company of Lincoln.**

In January 1919, Edward J. Crowley was employed by defendant company as service man. While so employed, he stepped or fell into a coal hole or opening in the sidewalk on "O" street near Sixteenth sustaining injuries to one of her legs. Blood poisoning and other complications followed, from which he died on March 23, 1919. The Commissioner held that death was the result of the accident, and allowed the widow compensation for 350 weeks at \$12.00 each week together with \$100.00 funeral expenses. The case was appealed to the District Court of Lancaster County and the Commissioner's award sustained. It was then appealed to the Supreme Court, where the Commissioner's award was again sustained.

**1-34: John Curtin vs. Lincoln Traction Company, Lincoln.**

While plaintiff was employed unloading coal from car at defendant company's plant in Lincoln, he was thrown from said car, injuring his neck and shoulders. Compensation was paid until May 7th, 1919, when claim agent of company informed defendant that no further compensation would be paid until a hearing was had before the Commissioner. The Commissioner, after a hearing, ordered compensation payments resumed at \$12.00 each week. On February 9, 1920 on the written request of plaintiff, his wife and son, a lump sum agreement for settlement for \$500.00 was approved by the Commissioner, and the case closed.

**1-35: John Variano vs. Edward Peterson Company, a Corporation, Omaha.**

(Insurance carrier: Employers Accident and Assurance Corporation.)

Plaintiff alleged in his petition that he injured his leg while employed by the defendant company on or about the 19th day of April, 1919, and claim was made for compensation. On June 2, 1919, plaintiff's attorney withdrew the claim and the case was dismissed. On July 14, 1919, the insurance carrier submitted final report in this case, showing \$104.57 paid in compensation was \$34.57 medical expenses.

**1-36: Emil Buenz vs. Fairmont Creamery Company, Grand Island.**

(Insurance carrier: Integrity Mutual Casualty Company.)

Emil Buenz was employed by defendant company for a number of years as an egg candler. On the 15th of January 1919, while using a circular saw, he accidentally severed the first finger of his right hand at the second joint, the second finger was entirely cut off, and his third finger injured. On September 15th, 1919, parties at interest joined in an application for approval of lump sum settlement in strict compliance with the provisions of the Workmen's Compensation Law, and the case was dismissed without prejudice.

**1-37: Max Cackin vs. Imperial Sash and Door Company, a Corporation, Omaha.**

(Insurance carrier: Georgia Casualty Insurance Company.)

Plaintiff sustained an injury that resulted in a double hernia while employed by defendant company on, or about February 14th, 1919. A hearing was had July 2, 1919, and the Commissioner allowed compensation during disability and \$107.00 surgical and hospital expenses incurred by plaintiff as a result of the injury. Appealed to the District Court.

**1 38: Mrs. A. B. Felton vs. The Detention Home, Lancaster County.**

While employed at the above named institution in September, 1918, plaintiff fell down a flight of stairs breaking her left arm. The Commissioner allowed compensation for ten weeks at \$3.00 each week, together with \$36.00 for medical and surgical expenses.

**1-39: Frank Wakefield vs. Swift and Company, Omaha.**

Frank Wakefield, 56 years old, alleged that he was permanently injured in the back in a fall he had while employed by defendant company about November 1st, 1918. After setting this case for hearing seven different times, it finally was heard on April 10, 1920. Various doctors made examinations of plaintiff and all maintained that condition of plaintiff was due to old age and natural causes, and not to an accident. Commissioner denied compensation and dismissed the case. Appealed to the District Court.

**1 40: Henry Workman vs. F. W. Woolworth Company, a Corporation; Don McColery and Alex Smith, defendants, Beatrice.**

Henry Workman, plaintiff, was employed as a carpenter to assist in doing repair and alteration work for the F. W. Woolworth Company store in Beatrice. On May 28th, 1918, he suffered the loss of part of his middle finger when it was caught under a box of plate glass being unloaded on the sidewalk. Because the Woolworth Company had employed Don McColery to supervise the work on a "Cost plus"

arrangement, it sought to shift liability for compensation on McColey and Alex Smith, the drayman who hauled the glass from the depot to the store. The superintendent of construction of the Woolworth Company, directed the work, authorized the payment of price and one-half over time wages on week days and double price wages for Decoration Day. The Commissioner held the F. W. Woolworth Company, a Corporation, liable for compensation in this case allowing plaintiff \$12.00 each week for fifteen weeks, medical expense and 50 per cent penalty for delayed payments. Appealed to District Court.

**1-41: Edward L. Anspach vs. Western Potash Company, Antioch.**

(Insurance carrier: Ocean Accident & Guarantee Company.)

While assisting in unloading evaporator, weighing many tons from a flat car on June 1st, 1918, plaintiff was caught under said evaporator while it was supposed to be balanced and crushed down from a standing position to a crouching position under its weight. The result was serious injuries to his heart, incapacitating him from work thereafter. The case was set for hearing three times, but postponed by one side or the other. Early in 1919 a lump sum settlement of the case was agreed upon by both parties for \$1,350.00. The Commissioner refused to approve the same, and the case came on for hearing on March 5, 1920. The Commissioner allowed total disability in the case, \$12.00 weekly compensation, 50 per cent penalty for delayed payments; medical and hospital expenses and further medical treatment to determine whether or not he could be restored to his former physical condition, when another hearing would be had to determine extent of disability then existing. The case was appealed and soon after was settled between the parties for \$2,000.00. The Commissioner did not approve this settlement.

**1 42: William M. Grady vs. Home Builders, a Corporation, Omaha.**

(Insurance carrier: Travelers' Insurance Company.)

Plaintiff lacerated the third finger of his right hand on January 29, 1919, while employed by the defendant company. Hearing was had June 30, 1919. Commissioner found that plaintiff had been paid all the compensation he was entitled to under the law. Case was dismissed.

**1-43: Solomon Smith vs. Western Motor Car Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

Plaintiff alleged that on May 5th, 1919, he was injured while in the employ of defendant company. On June 2nd, 1919, he filed a petition for hearing and on June 3rd, 1919, he signed a final settlement receipt for \$12.00, one week's compensation. On June 16, 1919 the Commissioner communicated with plaintiff, in an effort to ascertain whether this action on his part should be taken as a dismissal of the petition for hearing. No reply to this communication having been received, the Commissioner, on July 2nd, 1919, dismissed the case.

**1 44: E. W. Poast vs. Omaha Merchants Express and Transfer Company, a corporation.**

(Insurance carrier: London Guarantee & Accident Company.)

On or about December 13, 1918, plaintiff was injured while employed by defendant company. Hearing was had and compensation of \$12.00 each week from December 25th, 1918, to January 29th, 1919 together with \$82.00 medical and \$54.00 hospital expenses was allowed. Appealed to District Court.

**1-45: Clara Jordan vs. The Central Market, a Corporation, Omaha.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

While employed as a grocery clerk for the above defendants, plaintiff poisoned her face with sal soda. She had complained of the effect of sal soda on her system, but the foreman informed her that her complaints were imaginary. On February 5th, 1919, she was again instructed to fill an order calling for nine pounds of sal soda; that evening her face became irritated, causing pain and suffering, a few days later her neck and face broke out in small sores. A hearing was had on June 27th, 1919, and the Commissioner allowed plaintiff \$10.00 weekly compensation from February 9th, 1919 to April 10th, 1919, with medical expenses as provided by law. Defendant appealed, but later withdrew and complied with award.

**1-46: Ruth Anderson, by her next friend, Charles Anderson, vs. Ralston Tub Works, a Corporation, Ralston.**

(Insurance carrier: Georgia Casualty Company.)

On the 13th of July, 1919 while in the employ of defendant Company, plaintiff caught her thumb in the machine she was operating, mashing the same. Subsequent to the filing of the petition and previous to a hearing parties agreed to a settlement for one week's compensation and medical expenses. It was therefore ordered that the case be dismissed.

**1-47: B. K. Bushee, administrator of the estate of Ira Lee, vs. Lee, Larson & Healy, a Corporation, Kimball.**

(Insurance carrier: Employers Liability Assurance Corporation.)

Ira Lee, a working partner when compensation insurance was taken out, and a working member of the corporation when organized into a stock company, was fatally injured on the premises on November 19th, 1918, by the explosion of a metal gasoline container. A hearing was had at Kimball, November 10th, 1919. The facts in the case were admitted, but the insurance company resisted payment because deceased was a partner and stockholder. The rider on the insurance policy reading: "Entire remuneration of all employes, not excepting clerical (including executive officials whose duties expose them to any operative hazard of the business) must be included without division." Premium was paid on deceased's salary of \$250.00 each month. The Commissioner held that premium was paid on the members of the firm or corporation working in the shop, and allowed plaintiff death claim of \$12.00 each week for 350 weeks, and \$100.00 funeral expenses.

**1-48: John Smith vs. J. P. Coughlan, Omaha.**

(Insurance carrier: United States Fidelity and Guarantee Corporation.)

On November 30, 1917, while employed as a laborer for defendant, plaintiff sustained an injury to his back and an internal strain. Compensation was paid to the amount of \$518.00 when final receipts were obtained from plaintiff, though his disability had not ended. On June 12th, 1919, plaintiff filed a petition before the Commissioner asking for a further hearing to determine the extent of the disability from which he was then suffering and what, if any, further compensation he might receive. On July 11, 1919, a hearing was had and medical testimony adduced. The Commissioner on recommendation of medical experts, and agreed to, by parties at interest, ordered plaintiff to submit himself for further medical treatment. Following

this hearing, plaintiff again agreed to a lump sum settlement of \$700.00 in addition to what he had already received when he made former settlement. This settlement was not approved by the Commissioner.

**1-49: John E. Perry vs. W. L. Huffman Automobile Company, Omaha.**

(Insurance carrier: Georgia Casualty Company.)

On June 20, 1918, while in the employ of defendant company as a carpenter, plaintiff injured his foot. Plaintiff was paid compensation for 12 weeks at \$12.00 each week. In July 1919, a settlement of this case was agreed to between parties for \$500.00. The Commissioner refused to approve the settlement because it had not been determined at a hearing, what his permanent disability was. The case was taken to the Supreme Court to have the settlement set aside. The Supreme Court sustained the compensation department's contention, that the settlement was not in accordance with the Compensation Law. Case is covered fully in another part of this report.

**1-50: Abel Construction Co. vs. William Goodman, Lincoln.**

(Insurance carrier: Ocean Accident and Guarantee Company.)

On December 6, 1918, while in the employ of the plaintiff company, defendant suffered an accident while cleaning cement sacks, the injury being to his left eye, caused by particles of cement. A hearing was had on September 9, 1920, and compensation was allowed for 100 weeks at \$12.00 each week, less \$32.00 already paid, together with medical and hospital expenses. The insurance company appealed the case to the District Court. The District Court reduced the Commissioners award to 72 weeks at \$12.00 each week, but allowed defendant \$414.00 for waiting time, and \$200.00 attorney fees. An appeal is now pending in the Supreme Court.

**1-51: Carl Sheepser vs. "A" Town or Township, Seward County.**

Carl Sheepser was employed by defendant on a road grader. On June 27th, 1918, the grader machine struck a rock and overturned, throwing plaintiff off and injuring his arm and back. A hearing was had in Seward, September 10th, 1919, and an award of \$12.00 each week for four weeks, together with \$13.50 medical expenses was allowed the plaintiff.

**1-52: Charles Rosenau vs. Simon Brothers Company, Omaha.**

(Insurance carrier: Ocean Accident and Guarantee Company.)

Plaintiff was employed as a teamster by defendant company. On August 14th, 1918, while so employed, he went to the Pacific Storage and Warehouse Company for goods, and while there, he stepped into an open elevator shaft, suffering injuries to his jaw, chin, lip and head. A hearing was had August 23rd, 1919, and Commissioner allowed him compensation at the rate of \$12.00 each week from August 14th, 1918 to and including November 2nd, 1918, together with medical expenses.

**1-53: F. M. Bowman vs. Douglas Motors Company, a Corporation, Omaha.**

Plaintiff alleged that he was injured in Cincinnati, Ohio. July 2nd, 1918, in an automobile accident. He was employed as an automobile salesman. Petition was filed June 30th, 1919. On February 11, 1920, attorney for plaintiff filed a motion to dismiss the case with prejudice. The case was dismissed.

**1-54: John F. Osborn, known as Fred Osborn vs. Omaha Structural Steel Company, Omaha.**

(Insurance carrier: Integrity Mutual Casualty Company.)

While employed by defendant company, plaintiff, on November 14th, 1918, injured his hand, resulting in the loss of his little finger and lacerating his right hand. A hearing was had on July 26th, 1919, and compensation was allowed at \$12.00 each week for thirty-four and three-fourths weeks, compensation for thirty-one weeks having been paid, to be deducted. The case was appealed, and judgment was rendered for plaintiff in the sum of \$630.00, and in addition, compensation for eighty-four weeks at \$12.00 each week; on appeal to Supreme Court, the case was reversed and cause remanded.

**1-55: Marguerite A. Rudat, administrator of the estate of Albert J. Rudat, vs. Hastings Poultry Company, Hastings.**

On and before August 17th, 1918, Albert J. Rudat was employed as a laborer for defendant company. It was part of his duties to accompany cars loaded with poultry to places without the State of Nebraska. While so employed, he was killed in a collision between two trains. Petition was filed with the compensation department, July 1st, 1919, together with answer of defendant in which the latter consented to an order and award for full compensation by the Commissioner. The Commissioner on July 1, 1919, issued an award allowing plaintiff compensation of \$12.00 each week for 350 weeks, together with \$100.00 for burial expenses.

**1-56: Thomas Donlan vs. City of Omaha, a corporation.**

On March 25th, 1919, while employed as a street cleaner, for the City of Omaha, plaintiff was struck by the rear of a truck, owned by the city and thrown down against the curbing of the street, injuring his ribs, face and back by the compact. A hearing was had on July 25th, 1919, and he was allowed compensation for a period of thirteen weeks at \$12.00 each week, together with \$15.00 medical expenses. Case appealed to District Court where plaintiff's award was increased to \$303.10 and costs.

**1-57: Charles Oakes vs. Saratoga Laundry, Omaha.**

(Insurance carrier: Georgia Casualty Company.)

Plaintiff alleged that he fell and injured his shoulder while employed by defendant, on June 18th, 1919. On September 3rd, 1919, the case was dismissed owing to the fact that the plaintiff could not be found.

**1-58: John F. Bagley vs. Carter Sheet Metal Company, a Corporation, Omaha.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On April 15, 1919, plaintiff was employed by defendant company, and while engaged in said employment plaintiff met with an accident, losing four fingers of his right hand. On July 17, 1919, a petition was filed. On August 25, 1919, defendant made answer through its insurance carrier. Later a lump sum settlement was agreed to between plaintiff's attorney and the adjuster for the insurance company. The Commissioner declined to approve the settlement, because it did not give plaintiff all that was coming to him under the law, \$120.00 less than the amount he was entitled being deducted in the settlement.

Later the insurance company admitted liability, compensation payments were resumed and the petition for hearing dismissed.

**1-59: The Traveler's Insurance Company vs. Charles Davies, Omaha.**

On August 20th, 1917, defendant received personal injuries as a laborer in the course of his employment, said injury being a fractured tibia. Compensation was paid from August 21st, 1917 to September 9th, 1918. Petition was filed July 18, 1919, and a hearing had on July 28, 1919, to determine further disability. The Commissioner allowed an additional four and one-half week's compensation at \$11.73 each week.

**1-60: John Willard Slick vs. Sam K. Matsuda, Scottsbluff.**

On May 17, 1919, plaintiff was employed in defendant's restaurant as a waiter. Among his other duties he was required to grind coffee in an electric coffee grinder. On the above date, his left index finger was caught in the grinder and the end cut off. He brought suit before the Commissioner. Defendant settled without a hearing for the amount sued for—\$68.60 and the case was dismissed.

**DOCKET TWO.****2-1: Arthur B. Cushing vs. Cudahy Packing Company, Omaha.**

On or about March 7, 1919, plaintiff injured the second finger of his left hand with a hammer. He was treated by the nurse at the plant, but an infection set in. The doctor treated the finger from time to time, but on a Sunday when he could not see the doctor he purchased carbolic acid and applied it undiluted on the bandage. He cured the infection but burned the finger. A hearing was had and on the showing of the plaintiff, the Commissioner made an award allowing plaintiff five weeks compensation at \$12.00 each week, or a total of \$60.00.

**2-2: Henry J. Esmay vs. Lehrack Contracting & Engineering Company and Miller Cereal Mills, Omaha.**

(Insurance carrier: Sherman & Ellis Service.)

Henry S. Esmay tore the ligaments in his left knee on August 18, 1918, while in the employ of the above named defendants and claimed disability for 13 weeks at \$12.00 each week, together with medical expenses of \$50.00. On hearing, an award was made for the amount claimed by the plaintiff, which was for \$206.00 compensation, and \$50.00 medical expenses.

**2-3: Harry Kratky vs. Omaha Taxi Company, Omaha.**

(Insurance carrier: Ocean Accident and Guarantee Corporation.)

Sometime after midnight July 12, 1919, Harry Kratky was driving a taxi in response to a call. While on this mission he "deliberately swerved his car into a tree on the curb and wrecked it in avoiding a collision with a car running on the wrong side of the street." As a result of the accident plaintiff cut the skin of his right hand in three places. The Commissioner allowed plaintiff compensation for two and one-half weeks at \$12.00 each week, or a total of \$30.00.

**2-4: Henry Bockman vs. Morris & Company, Omaha.**

On or about June 21, 1919, plaintiff was standing on a keg repairing the top of a door. He lost his balance and fell striking his head. He was taken to the office by fellow employees, and later taken home in a car. On June 26, he was taken to the hospital and operated on. On July 14 he was again taken to the hospital where he remained till August 9, 1919. Defendant company claimed the man was kicked by a horse. Compensation for seven weeks at \$11.00 each week, together with \$75.00 medical expenses incurred as well as hospital expenses from June 26 to July 8, 1919, was allowed by the Commissioner after a hearing.

**2-5: Mike Sakilarios vs. Swift & Company, Omaha.**

Plaintiff, on December 15, 1917, was employed by Swift & Company as a laborer in its sheep cooler, and while so employed "the veins in both legs were cut by falling sheep racks carrying six buck sheep." Evidence of physician was that he treated plaintiff for varicose veins and bandaged his legs in December, 1917. Another physician testified that he treated plaintiff for infection in both legs seven months after the accident was supposed to have happened. The Commissioner visited packing plant personally to see how the accident described could have happened, and then made a decision denying compensation. The case was dismissed.

**2-5½: Patrick Denny vs. Morris & Company, Omaha.**

While lifting a grate in fire box at defendant's plant, the wrench slipped, causing injury to plaintiff's left side. This was on May 9, 1919. He claimed compensation for 9½ weeks. The case was heard September 25, 1919, and compensation was allowed for 9 weeks at \$12.00 each week, or a total of \$108.00.

**2-6: Sebastiano Brisce vs. Paxton & Vierling Iron Works, Omaha.**

(Insurance carrier: Integrity Mutual Casualty Company.)

Plaintiff was employed by defendant on April 30, 1919, as a helper to the molders. While so employed he "sprained his back and dislocated bones on the right side of his back." The insurance company "denies each and every matter of fact and thing in plaintiff's petition" and "asks that the action be dismissed and for such other and further relief as to the Commissioner may seem just." A hearing was had on September 20, 1919. The plaintiff testified that he and Tony Lotta were lifting a flask weighing 350 pounds, when he strained himself; that he was in one hospital for nine days following May 7, and in another hospital for three weeks, and wore a cast for about five weeks according to doctor's statement. Compensation was allowed for thirteen weeks, at \$12.00 each week, or a total of \$156.00. Friends of the injured man prevailed on him to dismiss the employer's doctor and engage another. This is in violation of the compensation law, which requires the injured workman to be treated by the employer's physician. Among the foreigners who do not understand the law, this practice makes trouble and expense for the injured workman.

**2-7: David Biumenthal vs. Thomas Z. Waite.**

Pending.

**2-8: Albert House vs. American Smelting & Refining Company, Omaha.**

Plaintiff alleged that he suffered a hernia on the 6th day of August, 1918, while employed by defendant company. At the hearing of the case plaintiff testified in his own behalf, but did not specify when an accident occurred. He recited his physical trouble when he was operated on for appendicitis on December 13, 1917; that he returned to work after the operation and continued to work until June 30, 1919. Three relatives testified as to plaintiff's illness and weakened condition at the time of the operation and following it, but gave no testimony covering an accident. Employee in charge of welfare department of defendant company and accident committeeman for department in which plaintiff was working testified that no accident was reported to them. The Commissioner, finding no evidence of an accident, dismissed the case without prejudice.

**2-9: Sie Abernathy vs. Charles A. Franke, Omaha.**

On July 21, 1919, plaintiff was employed by defendant to help unload a truck of sand; he injured the first finger of his left hand by squeezing it between the end gate of the truck and the truck, and claimed compensation for the duration of his disability. A student at the medical college treated the injury the first day and every day for 3 days, and then every other day, for a total of nine days. He told plaintiff to get a rubber stall for the finger, but not to go to work for three days, so as to prevent infection. The Commissioner denied compensation and dismissed the case without prejudice.

**2-10: Joseph Julius vs. Charles Hårding and A. F. Morris, Omaha.**

Plaintiff claimed that while employed by defendants on June 16, 1919, the palms of both his hands became infected from paint being used on sheet iron and that he suffered disability for three weeks and had a medical bill of \$36.00. Plaintiff testified that the doctor actually dressed his hand but once. Compensation was allowed for one week, together with \$11.50 for medicine and \$5.00 for doctor's first treatment.

**2-11: Antoine Volkoff, Russian Consul, on behalf of Stafanie Korzan, widow, and Vasell Korzan, minor son of Sam Korzan, deceased, vs. Republic Iron & Metal Company, not incorporated; Ruben Finkelstein, doing business as Republic Iron & Metal Company, Omaha.**

(Insurance carrier: Integrity Mutual Casualty Company.)

Sam Korzan, a Russian subject, was injured on August 16, 1918, by being struck by a piece of steel flying from an unguarded shear; he died the next day. Before a hearing was had, an agreement was reached by the parties at interest and settlement effected by order of the district court in accordance with the Compensation Law. By the terms of the agreement plaintiff recovered from defendants \$2,800.00 in addition to \$100 funeral expense. The dependents live in Russia.

**2-12: Earl Beck vs. Omaha Merchants Express & Transfer Company, a Corporation, Omaha.**

(Insurance carrier: London Guarantee and Accident Company.)

On February 12, 1919, plaintiff was employed by defendant as a laborer in hauling and unloading heavy timber. While so employed he claimed to have suffered an abdominal injury. A hearing was had and the evidence of plaintiff taken. Then the evidence of two doctors and ex-ray specialists was heard. The doctors disagreed positively with one another. The ex-ray doctor's evidence was not in the direction of the plaintiff. The Commissioner consulted two reputable physicians, one in Lincoln and the other in Omaha, and from their unbiased opinion was unable to find for the plaintiff. The case was dismissed. Appealed to District Court. Settled out of court for \$50.00.

**2-13: Herman Aherns vs. Swift & Company, Omaha.**

In August, 1919, plaintiff, through his attorney filed a petition before the Commissioner claiming that "both arches of his feet were broken, and plaintiff was unable physically to present claim in due course of time." Injury occurred March 6, 1918. The case was set for hearing when defendant's attorney demurred on account of claim not being filed within the time required by law. Plaintiff's attorney failed to appear at hearing, and when told over the phone of position taken by attorney for defendant, said: "Well, I know that is true and I hardly thought I could make a case. You had better dismiss it." The case was dismissed.

**2-14: Edwin L. Littrell vs. Black Brothers, Beatrice.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On December 8, 1915, plaintiff received injury to his spine, hips, nerves, and partial loss of hearing. Compensation was paid for 136 weeks at \$12.00 each week and for 28 weeks at \$6.00 each week. On August 21, 1919, plaintiff filed a petition for a hearing before the Com-

missioner. The defendant insurance company answered "denying each and every matter of fact in said petition." Subsequent thereto and prior to a hearing the plaintiff and defendant mutually agreed upon a lump sum settlement for \$1,200.00, making a total paid in this case of \$3,348.00. The case before the Commissioner was dismissed.

**2-15: Mrs. James Stevens vs. National Roofing Company, Omaha.**

(Insurance carrier: United States Fidelity and Guaranty Company.)

Plaintiff filed a petition claiming that on or about April 1, 1918, her husband was working for defendant company when a gravel bucket fell, striking him on the head and hand, which produced a temporary disability lasting five weeks. Defendant denied that plaintiff suffered an accident in its employment, and that he died of natural causes in October, 1918. Later, and before a hearing was had, a lump sum settlement was made in the case for \$750.00, the widow and her attorney fearing they could not establish the accident because her husband was dead and there was no witness to the accident of March, 1918. The case was dismissed.

**2-16: Jack Vivian vs. Morris & Company, Omaha.**

Plaintiff filed a petition before the Commissioner claiming he was burned in the face, eyes, and hands, while employed for defendant company October 19, 1918, and claimed compensation for three weeks. Defendant denied there was disability to exceed one week. At the hearing plaintiff testified that on October 19, 1918, the elevator conveyor at the Morris plant exploded, burning plaintiff on the face and left wrist; that company doctor treated him every day for two weeks and was idle four weeks on account of the accident; that the compensation man at the plant told him it was not a compensation case; that he returned to work after being idle four weeks. Later he quit his job and then filed petition for hearing. The Commissioner allowed compensation for three weeks at \$12.00 each week, or \$36.00.

**2-17: Union Outfitting Company vs. Chris Widstrup, Omaha.**

This is a case where defendant was employed by a painter contractor who was doing work for plaintiff company. He received an injury to his arm and plaintiff company filed petition for hearing to bring the case before the Compensation Commissioner. Defendant's employer did not carry insurance, therefore he elected to sue under common law. A common law settlement was made for \$8,000.00. The Commissioner thereupon dismissed the case without prejudice.

**2-18: John Siragusa vs. Haskins Brothers, Omaha.**

(Insurance carrier: Maryland Casualty Company.)

Plaintiff claimed that on July 12, 1919, he sustained an injury, the first finger of the right hand being cut off. Later the insurance company paid 35 weeks compensation at \$12.00 each week, or a total of \$420.00, together with \$54.00 doctor bills, and the case was dismissed.

**2-19: James Murphy vs. State of Nebraska, Lincoln.**

Plaintiff filed a petition alleging that on July 8, 1917, he sustained a fall at his home, which resulted in hemorrhage of the brain causing paralysis and incapacitating him from performing his work. A part of his work as an employee of the insurance department of the state required his evenings and Sundays at hotels and at home. Later the plaintiff died in California, and his attorney made written request that the case be dismissed.

**2-20: William F. Skiles vs. School District No. 32, Sarpy County, Nebraska.**

In September, 1918, plaintiff was injured by a cave-in of a trench he was digging for the school district. No claim was made for compensation. Petition was filed August 29, 1919. Defendant, through its attorney, answered that plaintiff did not make claim for compensation within six months, as required by law. The Commissioner found that although plaintiff would have been entitled to compensation under the law, he failed and neglected to make claim upon his employer within six months after the occurrence of the accident, and is therefore barred from maintaining an action for compensation. The case was dismissed.

**2-21: Fred Burback vs. L. Stine & Son, Lincoln.**

(Insurance carrier: London Guarantee & Accident Company.)

Plaintiff was injured July 25, 1919, while pushing truck loaded with baled iron. Two of his ribs were fractured and his body was bruised. A hearing was had before the Commissioner, and compensation was allowed for 10 weeks at \$15.00 each week, less amounts already paid by the insurance company.

**2-22: William Vanderford vs. Taylor Plumbing Company, Omaha.**

Plaintiff injured himself on June 28, 1919, while using a Toledo machine on a 3-inch pipe, straining himself. A hearing was had and the Commissioner allowed compensation for 9 weeks at \$12.00 each week, or a total of \$108.00, together with doctor bill of \$20.00.

**2-23: Marguerite Rohrbach vs. Mrs. Edith Lewis, Lincoln.**

Plaintiff filed a petition claiming compensation for an accident that occurred June 5, 1919, a short circuit from an electrical plate used in hairdressing department of defendant's establishment causing severe shock and disability of four weeks. The case was heard by the Commissioner, and previous to rendering a decision parties agreed to a settlement for \$75.00 without the Commissioner's approval. The case was dismissed.

**2-24: Filipe Reyes vs. American Smelting & Refining Company, Omaha.**

On July 5, 1919, plaintiff received an injury, his left arm being broken. Defendant company gave injured man medical attention and paid him compensation during time of disability as reported by the doctor. Injured man, a Mexican, figured on getting a lump sum for damages in addition to compensation. A hearing was had and the Commissioner ordered plaintiff to report for work with the defendant company and to submit to treatment by the physician each day while arm was being restored to normal by massage treatment and exercise. Plaintiff returned to his former employment and remained a few days, when he left the state. The attorney for the plaintiff then asked that the case be dismissed.

**2-25: Nora Whipple vs. Douglas Printing Company, Omaha.**

(Insurance carrier: New Amsterdam Casualty Company.)

On April 2, 1919, while plaintiff was engaged in removing sheets of paper from under a folding machine, her hair caught in a part of the pulleys, pulling out a bunch of hair "sustaining a severe and permanent injury." Plaintiff as paid full wages during her disability, to-

gether with medical expenses. She returned to work and continued at work for three weeks, then quit. Testimony of a number of witnesses was taken, including a nerve specialist. The nerve specialist testified that plaintiff had no physical disability, but suggested special nerve treatment to restore her to normal condition. The Commissioner ordered plaintiff to submit herself to the nerve specialist for treatment within sixty days, the expense to be borne by the insurance company. It was further ordered that if plaintiff refused to comply with the order of the Commissioner, then the case be dismissed. The plaintiff refused to submit to treatment.

**2-26: Western Newspaper Union vs. Arthur Dee, Omaha.**

(Insurance carrier: General Accident Insurance Corporation.)

Defendant, a boy 18, while employed by plaintiff on an elevator on June 12, 1918, injured his left foot and ankle by having it caught in the elevator while running. There was no compensation paid in this case until November 20, 1919, when a check for \$450.00 was paid to the mother of the boy. The boy's leg was operated on five times after the accident. The Commissioner found the extent of the injury so far as its permanency is concerned, could not be definitely determined, except that it was established that the boy had lost 25 per cent of the use of his leg. Compensation for 25 additional weeks at \$6.00 each week was allowed; also that defendant recover \$225.00, being the fifty per cent penalty for waiting time on delayed payments from the date of the accident to November 20, 1919. Appealed to District Court.

**2-27: Paxton-Mitchell Company vs. Thomas Andrews, Omaha.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

Defendant was injured on June 24, 1919, while lifting a pot of metal together with a fellow employe, straining his back. He was paid compensation for 10 weeks, and then a petition was filed by the insurance company to have the Commissioner determine what, if any, further disability existed. After hearing the testimony of the defendant, and the doctors, the Commissioner was still unable to decide the question. It was agreed between all parties that defendant was to submit himself for an examination by Dr. T. J. Dwyer, and on his report the Commissioner was to make a decision. Dr. Dwyer found there was no present disability, and the case was dismissed.

**2-28: William A. Johnson vs. S. E. Thrapp, Bancroft.**

On August 22, 1919, while in the employ of defendant as a painter plaintiff fell from a scaffold, spraining wrist and tearing ligaments; sprained knee. A hearing was had at Bancroft on November 22, 1920. Compensation was allowed for 8 weeks at \$15.00 each week from date of injury, together with medical expenses.

**2-29: Sherman Kerley vs. Dr. B. B. Davis, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On March 14, 1919, plaintiff suffered a compound fracture of his forearm while employed on the dairy farm of Dr. B. B. Davis. The case was heard, and on the evidence presented the Commissioner found the plaintiff was employed as a farm laborer, which occupation is specifically declared not to come under the Nebraska Workmen's Compensation Law. The case was dismissed.

**2-30: Sam Summers vs. Armour & Company, Omaha.**

Plaintiff was injured when, on April 18, 1919, he slipped and fell down stairs and injured his leg. He was attended by company physician and paid 8 week's compensation at \$12.00 each week. The Commissioner allowed 10 weeks compensation from April 18, 1919, and that defendant company give plaintiff light work and medical treatment until plaintiff's leg is restored to normal.

**2-31: George Graves vs. Chicago Lumber Company, Albion.**

(Insurance carrier: New Amsterdam Casualty Company.)

On June 23, 1919, while repairing a wagon for defendant company plaintiff injured his right breast just below the shoulder. Compensation in the sum of \$478.00 was paid plaintiff in addition to medical expenses. Physical examinations of plaintiff were made by four Omaha doctors, and one doctor of Albion; also X-ray pictures were taken. It was an unusual case for the medical men, and they were unable to definitely say that further disability was due to the accident. On May 12, 1920, an agreement to settle for a lump sum of \$700.00 was reached by plaintiff and the insurance company, with the approval of the Commissioner. The case was dismissed.

**2-32: John Sakalarios, by Mike Sakalarios, his guardian, vs. Swift & Company, Omaha.**

On September 10, 1917, John Sakalarios was employed in the sheep killing department of defendant company. While so employed he was struck on the head by an iron hook causing "contusions and abrasions." On September 15, 1917, he was taken to the county hospital and a short time thereafter removed to the insane hospital at Norfolk. On February 4, 1920, a hearing was had and various witnesses testified, including brain specialists, and physicians reports from the hospital at Norfolk were read. Also, records of the federal immigration department were read by the Commissioner. From the evidence and reports of these officials, the Commissioner was unable to decide that plaintiff's present condition was due to the injury to the head, but rather to other and natural causes. Compensation was denied. The case was dismissed.

**2-33: Lova Haith, a minor, by Alice Rowen, her next friend, vs. Auburn Steam Laundry, Auburn.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On July 7, 1919, while employed in defendant's laundry, plaintiff's hand was caught in the mangle and crushed. On November 28, 1919, the Commissioner issued the following order: "Hearing in this action having been delayed and it appearing from the information obtained by the Commissioner that no compensation has been paid to plaintiff; and that plaintiff has suffered a partial loss of the use of the right hand, plaintiff is entitled to receive compensation therefor. It is ordered that the defendant shall immediately pay to the plaintiff compensation at the rate of \$6.00 per week from the 15th of April, 1919, to date, and shall continue to make payments at the rate of \$6.00 per week until such time as this case shall come on for hearing and further order be made by the Commissioner."

**2-34: Tcm Bardanor vs. Armour & Company, Omaha.**

On September 4, 1919, plaintiff, while employed for defendant company as a laborer in its sheep freezing department, cut his wrist in

such a manner as to sever the ulner nerve controlling the fingers, resulting in an "eagle's claw hand." A hearing was had and the Commissioner found for the plaintiff. On taking plaintiff to a surgeon to determine what per cent of the use of the hand he had lost, the surgeon informed the Commissioner that it was a 100 per cent loss of the hand, but that on operation promised a 60 per cent chance of repair. The Commissioner allowed compensation for time lost and ordered plaintiff to submit to an operation to repair the hand. On advice of interpreters plaintiff refused the operation for five months. In March, 1920, he submitted to the operation. The surgeon reported that it would take probably a year to determine if the operation is entirely successful as healing of the nerve is slow. Defendant company paid compensation for the five months plaintiff refused the operation. When he finally submitted, compensation and medical expenses were paid until after he was discharged from the hospital. The case will not be closed by the Commissioner until it is determined whether or not the operation has been successful and the hand restored to normal.

**2-35: Carl Norgaard vs. Paxton-Gallagher Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On the 15th day of June, 1919, plaintiff was lifting coffee sacks weighing 200 pounds. While so employed he ruptured himself. The insurance company denied plaintiff suffered an accident. A hearing was had and on the evidence presented the Commissioner found for the plaintiff, allowing him \$12.00 each week for a period of six weeks, together with medical and hospital expenses. Appealed to District Court, but later dismissed, defendant paying plaintiff \$125.00 for settlement.

**2-36: Martin Norgren vs. Thomas Rich, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On September 26, 1919, plaintiff claimed that he had suffered a disability on or about July 21, 1919, caused by caloused hands, a boil under the calous, and later an infection, causing him to lose five weeks work. The defendant insurance carrier contended that calous was caused by friction and friction was not an accident. The Commissioner held otherwise, and allowed compensation to plaintiff for 4-3 weeks at \$15.00 each week, together with medical expenses.

**2-36½: Omaha & Council Bluffs Street Railway Company vs. William Peterson, Omaha.**

Defendant injured his hand on May 31, 1919. Compensation and medical expenses were paid and petition was filed by plaintiff to determine amount of compensation due him. An informal hearing was had to determine what further compensation was coming to him. The Commissioner made an award of 4½ weeks at \$12.00 each week in addition to the sum of \$206.21 heretofore paid.

**2-37: Edgar T. Finley vs. The Great Western Sugar Company, Bayard.**

(Insurance carrier: London Guarantee & Accident Company.)

On October 21, 1918, and for some time previous, plaintiff was accumulating calous on the palms of his hands while wheeling barrows of lime from one part of the sugar factory to another. An infection set in under the calous, resulting in the second finger of his left hand being amputated. The insurance company contended that the disability was caused by friction, and therefore was not an accident. A hearing

was had at Bridgeport, November 12, 1919, and the Commissioner held that the disability was the result of an accident and allowed 30 weeks compensation at \$12.00 each week, together with medical and hospital expenses as provided by law.

**2-38: Edward G. Kline vs. Phil Walenz, doing business under the name of The Famous Lunch, Omaha.**

On May 27, 1919, plaintiff was working as a waiter for defendant, and on or about the above date he pinched his right index finger between a large cake of ice and a milk can. Infection set in and later the finger was amputated at the 2nd joint. A hearing was had and Commissioner allowed compensation for 35 weeks at \$12.00 each week together with medical and hospital expenses. Appealed to District Court.

**2-39: Elmer Cox vs. Fred Widoe, Omaha.**

Plaintiff was unloading a car of coal for defendant on August 2, 1919, when he cut his foot with a foot adz he was using to break the large lumps of coal. A hearing was had and compensation was allowed for 9 weeks at \$15.00 each week, together with medical expenses as provided by law. Appealed to District Court. The Commissioner's award was affirmed.

**2-40: John V. Gannon vs. Nebraska and Iowa Steel Tank Company, Omaha.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

Plaintiff was employed by defendant company prior to June 14, 1919. On that day, three plates of steel 10x16 feet, 1-4 inch thick, that were standing on edge fell on him and crushed him against a wooden runway. On hearing the Commissioner found that the amount of compensation already paid plaintiff on account of said accident was adequate and sufficient, and according to law. The case was dismissed. Appealed to District Court.

**2-41: Frank Wilkins vs. Mike and James Dimitiri, Omaha.**

Plaintiff alleged in his petition that he cut his finger, which later became infected, while employed in defendant's restaurant as a cook, and claimed compensation during disability. The case was set for hearing three different times and at no time did plaintiff appear to present his case. When the case was set for hearing the third time, defendants appeared and offered testimony denying claim of plaintiff and declaring that plaintiff had previously said he had injured his hand in a quarrel in Council Bluffs. Commissioner found that disability complained of by plaintiff could not reasonably be presumed to have been caused by an accident arising out of and in the course of the plaintiff's employment, and the case was dismissed.

**2-42: Grace M. Richardson vs. Cudahy Packing Company, Omaha.**

Plaintiff claimed compensation on account of being overcome by heat at defendant's place of business on June 28, 1919, where she was employed as laundress. A hearing was had when testimony of plaintiff was taken, together with evidence of company's physician. Later the Commissioner and attorney for defendant called at the doctor's office, who attended plaintiff at time of her disability, and he stated that plaintiff was suffering from a heat stroke when he was called to attend her. Commissioner allowed compensation for a period of 6 1-3 weeks at \$12.00 each week.

**2-43: Charles Arthur Bellinger vs. Farmers Grain, Coal, & Live Stock Association of Anan.**

Plaintiff was employed on July 22, 1919, to unload a car of coal for defendant association and while so employed crushed the middle finger of his right hand. A petition was filed and the defendant association by its attorney paid \$30.00 as a settlement of the claim. The case was dismissed.

**2-44: Neils Vissing vs. City of Fremont.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On the 6th day of December, 1918, plaintiff was digging a ditch for defendant city of Fremont, when a cavein occurred, as a result of which plaintiff suffered the fracture of his right arm. A hearing day was set for December 16, 1919, when it was determined by doctor's statement that plaintiff had suffered a fifty per cent loss of the use of his arm. Compensation was allowed for 100 weeks at \$12.00 each week, together with medical and hospital expenses.

**2-45: Mae Argubright vs. E. R. Deputy Company, Lincoln.**

(Insurance carrier: Travelers Insurance Company.)

On or about January 15, 1919, plaintiff, while operating a machine in the sewing department, ran the point of a scissors blade into palm of right hand. Hearing was had and compensation allowed for a period of 10 weeks at \$6.00 each week, together with doctor and medical expenses of \$8.70. Appealed to District Court. Plaintiff was allowed compensation for 30 weeks and \$120 for waiting time; also medical and hospital expenses.

**2-46: Alfio Pisci vs. Swift & Company, Omaha.**

On June 23, 1919, plaintiff, a blacksmith, injured his left eye. A splinter of steel flew into it while at work. A hearing was had and eye specialists certified that plaintiff had lost three-fifths of the vision of his eye. Compensation was allowed for 60 weeks at \$12.00 each week from date of injury together with medical expenses.

**2-47: Harry King vs. C. K. Ward and James Higgins, Lincoln.**

On August 14, 1919, plaintiff injured his shoulder while employed as a laborer loading a cement mixer. Before a hearing was had plaintiff filed a motion for dismissal of case because a settlement had been agreed upon between parties for \$200.00.

**2-48: Julia Socha vs. Cudahy Packing Company, Omaha.**

On March 27, 1919, Albert Socha, husband of plaintiff, was injured and killed by compressed air which was being used by defendant company in the workroom where Socha was employed. A hearing was had November 8, 1919, and compensation was allowed plaintiff for 350 weeks at \$12.00 each week, together with \$100.00 burial benefit, and medical and hospital expenses. Appealed to District Court. The Commissioner's award was affirmed, and in addition plaintiff was allowed interest of 7 per cent for 79 weeks, and \$100.00 attorney's fees. Appealed to Supreme Court.

**2-49: Cushman Motor Works vs. Fred Burback, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

Plaintiff filed petition for a hearing to determine the extent of the loss of vision of left eye as the result of an accident, when on May

1, 1919, a piece of molten metal flew into defendant's eye. On November 20, 1919, a hearing was had and compensation was allowed for one week at \$12.00, together with medical expenses. Appealed to District Court. Defendant was allowed 2 week's compensation with fifty per cent added for waiting time.

**2-50: Harry Cashman vs. Ideal Cement Stone Company, Omaha.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On August 21, 1919, plaintiff ruptured himself while lifting cement blocks. A hearing was had and compensation was allowed for three weeks at \$15.00 each week, together with medical and hospital expenses incurred as a result of said injury.

**2-51: Imocenzio Pistone vs. Omaha Cold Storage Company, Omaha.**

(Insurance carrier: United States Fidelity & Guaranty Company.)

On June 25, 1919, while employed as a truckman and laborer for defendant company, plaintiff was injured in the left eye through being struck by a flying spike. A hearing was had on December 10, 1919, and compensation was allowed for a period of fifty weeks at \$12.00 each week, together with medical expenses.

**2-52: Byron N. Cowan vs. Omaha Cooperage Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On July 8, 1919, plaintiff suffered an injury to the third finger of his left hand. He was paid compensation for 7 weeks and then settled the claim for an additional payment of \$14.00 and 3 weeks compensation at \$12.00 each week, or a total of \$134.00. Later plaintiff filed a petition for a hearing when a doctor testified that the finger was stiff, useless, and it would be better if amputated. The Commissioner ordered that plaintiff submit himself for an operation to have the finger amputated and that defendant pay to plaintiff 20 weeks compensation at 12.00 each week, less \$134.00 already paid, together with medical and hospital expenses.

**2-53: Thomas A. Provance vs. Frank A. McCarter, Scottsbluff.**

On July 21, 1919, plaintiff was employed as a laborer in digging, building and constructing drainage ditches. On that day he was caught by a cable used in the work and thrown into the ditch, injuring his right arm and shoulder. On February 28, 1920, a hearing was had at Gering, and compensation was allowed for five weeks at \$15.00 each week from and after July 21, 1919, together with \$10.00 expended by plaintiff for medical expenses; and further ordered that plaintiff be paid \$15.00 each week after September 19, 1919, until disability has ended. It was further ordered that if defendant desired to furnish medical treatment in an effort to restore plaintiff to former physical condition, then the plaintiff shall avail himself of such treatment. Appealed to District Court. Before coming to trial by District Court, the case was settled and dismissed, defendant paying plaintiff \$600.00 and all costs of suit.

**2-54: Neilsine Petersen vs. Albert Erickson, Omaha.**

(Insurance carrier: Employers Liability Assurance Corporation.)

On December 28, 1918, while employed as a driver for defendant, plaintiff was thrown from the wagon and injured to such an extent that he died on December 28, 1918. Because of a dispute between attorneys for the plaintiff, and the insurance company, as to who should sue

third party under common law, no compensation was paid until the attention of the department was called to the case on October 31, 1919, when \$528.00 back payments were made within 48 hours; \$100.00 funeral expenses, medical and hospital expenses were also paid. Further compensation will be paid plaintiff at \$12.00 each week until 350 weeks have been paid.

**2-55: Jennie M. Blanchard vs. Farmers Grain & Supply Company, Minden.**

On June 30, 1919, Morton E. Blanchard, husband of plaintiff was struck by the pilot of a locomotive, and instantly killed, while on his way to the depot from the elevator to mail business letters. A hearing was had at Minden on December 16, 1919, and compensation allowed for 350 weeks at \$12.00 each week, together with \$100.00 funeral expenses. Appealed to District Court, and the Commissioner was reversed. On appeal to Supreme Court the Commissioner was sustained.

**2-56: Jerry Brown vs. Sterling Manufacturing Company, Omaha.**

On November 3, 1919, plaintiff filed a petition alleging that he was injured on October 10, 1919, by being struck by a plow share on the right leg, causing a bruise which in turn caused an ulcerated sore. A hearing was had on December 11, 1919, when defendant introduced evidence to show that wages had been paid plaintiff during the period he claimed he was disabled. Plaintiff admitted the truth of this evidence. The case was dismissed.

**2-57: Amos Bostic vs. Swift & Company, Omaha.**

On March 28, 1919, plaintiff was employed by defendant company as a hog blocker, and while so employed he suffered a sprain from the left shoulder to center of breast, causing an ulcer. A hearing was had on January 12, 1920, and compensation was allowed at \$12.00 each week from date of injury until such time as disability shall have ended, together with medical expenses. It was further ordered that plaintiff be paid \$6.00 each week after March 28, 1919, to the date of hearing. Appealed to District Court, and plaintiff was allowed \$580.00 for compensation, together with hospital and medical expenses, and \$50.00 for attorney's fees.

**2-58: Maxwell Francis vs. Plattner-Yale Manufacturing Company, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On August 25, 1919, plaintiff was injured while in the employ of defendant company by a metal stave falling on the index finger of his right hand in such a manner as to fracture the bone. A hearing was had on December 23, 1919, and compensation was allowed for a period of 11½ weeks at \$13.00 each week, together with medical expenses resulting from said accident.

**2-59: Leadford Goatcher vs. Drake Realty Construction Company, Omaha.**

(Insurance carrier: Employers Liability Assurance Corporation)

On or about September 10, 1919, while employed by defendant company as a laborer and the particular work at the time was greasing a construction elevator, plaintiff was injured by the elevator dropping three stories. In addition to suffering inguinal hernia, he was injured in the body and arms. A hearing was had on December 9, 1919,

when plaintiff was allowed \$15.00 each week for 1½ weeks from and after October 22, 1919; \$12.75 each week from November 3, 1919, to and including December 15, 1919; and the plaintiff was ordered to submit himself for an operation to restore him to his former physical condition, on or before December 15, 1919. It was further ordered that from and after that date he shall receive \$15.00 each week until disability complained of shall have ended, together with medical and hospital expenses.

**2-60: Norris Johnston vs. Morris & Company, Omaha.**

On September 29, 1919, while trucking tripe for defendant company as a laborer, plaintiff bruised his index finger which became infected. A hearing was had on December 10, 1919, and compensation was allowed for eleven and two-thirds weeks at \$15.00 each week, together with medical expenses. Appealed to District Court. Plaintiff was allowed \$175.00 compensation and \$25.00 for attorney's fees.

**2-61: Paul Steinwender, administrator, vs. Leroy Corliss doing business under the name of Crown Dairy Company.**

On August 9, 1919, Fred Middlebrook was employed by defendant as a driver of a car. On the above date the car turned over and Middlebrook was killed. There were no dependents. Suit was brought to collect burial expenses. The case was set down for hearing on March 10, 1920. Neither of the parties at interest appeared. The Commissioner was verbally informed that an amicable settlement had been reached and dismissal of the cause for action was asked. The case was dismissed.

**2-62: Jacob Laupphan vs. The Northwestern Iron & Metal Company, Lincoln.**

(Insurance carrier: Georgia Casualty Company.)

On the 31st day of December, 1918, plaintiff injured his thumb while employed for defendant company. On November 25, 1919, a petition was filed with the department asking for compensation. On February 16, 1920, a hearing was had and when it was shown by the employer that plaintiff was paid in weekly checks for the period he claimed compensation, the case was dismissed.

**2-63: Jack Ludwig vs. Blair Milling Company, Blair.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On September 20, 1918, while employed by the Blair Milling Company of Blair, plaintiff received an injury to his left hand by being caught in a belt and the ends of his fingers mashed, injuring nerves and muscles. Prior to the case being set down for hearing, a settlement was arrived at with the approval of the Commissioner, allowing, in addition to what had already been paid, 17½ weeks compensation at \$12.00 each week, making a total of \$366.00. The case was dismissed.

**2 64: Fred H. Wells vs. Morris & Company, Omaha.**

On October 23, 1919, while employed by defendant company as a hog sticker, plaintiff received a knife wound in the left side, puncturing his lung. On January 10, 1920, a hearing was had and compensation allowed for 71-3 weeks at \$15.00 each week, in addition to what had already been paid.

**2-65: E. R. Crow vs. Watts Construction Company, Grand Island.**

(Insurance carrier: General Accident Assurance Corporation.)

On or about November 4, 1919, while oiling machinery in the course of his employment, plaintiff's glove was caught in such a manner as to mash his thumb, which was later amputated. On December 16, 1919, a communication was received from the attorney for the plaintiff asking a dismissal of the case, for the reason that a satisfactory settlement had been reached. The case was dismissed.

**2-66: Svend Mortensen vs. Anker Sorensen, Omaha.**

On June 19, 1919, while employed by defendant, plaintiff slipped off an auto truck injuring his shin and bone of his right leg. On January 23, 1920, a hearing was had. The Commissioner found that defendant was at the time of the accident engaged in the occupation of farming, which occupation, under the provisions of the Nebraska Workmen's Compensation Act, is declared not to be hazardous occupation and not within the provisions of said act. The case was dismissed.

**2-67: Benjamin F. Ingram vs. W. H. Brown, Auburn.**

On October 5, 1919, while employed as night clerk in defendant's hotel, plaintiff fell in such a manner as to injure his right shoulder. On June 22, 1920, a hearing was had and in the testimony of surgeons it was found that the extent of the permanent disability to his shoulder entitled him to compensation for 56 weeks at \$15.00 each week, together with medical expenses, not exceeding \$200.00.

**2-68: Charles Simon vs. Ernest Rokhar, Lincoln.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On September 13, 1919, plaintiff was employed as a brick foreman for defendant contractor, and received an injury to the arch of his right foot. On February 11, 1920, a hearing was had and compensation was allowed for 16 2-3 weeks at \$15.00 each week, together with medical and hospital expenses.

**2-69: William Stutsman vs. The Grand Island Horse & Muie Company, a Corporation of Grand Island.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On October 6, 1919, while helping to corral horses and mules, plaintiff was kicked on the head and severely injured. Subsequent to filing petition and previous to a hearing, a settlement was effected by the parties at interest. The case was dismissed.

**2-70: Roy C. Spencer vs. George Goff, Contractor, and John N. Frenzer, Omaha.**

On November 1, 1919, while painting for defendants, plaintiff fell from a scaffolding, breaking his ankle. On January 21, 1920, a hearing was had and compensation was allowed plaintiff for 10 1-6 weeks at \$15.00 each week, together with \$65.10 medical expenses.

**2-71: Dan Alevezos vs. Union Stock Yards Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On September 10, 1919, while employed as a laborer for defendant company a fellow employe shut a car door in such a manner as to mangle and injure the second finger of the left hand of plaintiff. A

hearing was had on January 20, 1920, and compensation was allowed for 15 weeks at \$15.00 each week, together with medical and hospital expenses.

**2-72: B. E. Carter vs. Martz Construction Company, Holdrege.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On August 16, 1919, while in the employ of defendant company as a lineman in construction work, plaintiff was using a draw knife and accidentally severed tendons of the knee, resulting in the knee cap being out of place. Before a hearing was had plaintiff submitted to an operation to restore member to normal, and the case was closed when final settlement receipt was signed for compensation amounting to \$578.00.

**2-73: E. W. Poast vs. Omaha Merchant Express & Transfer Company, a Corporation.**

(Insurance carrier: London Guarantee & Accident Company.)

On January 31, 1919, plaintiff injured his leg just above the ankle in the course of his employment. On May 14, 1920, a hearing was had. Based on the medical testimony received, the Commissioner allowed compensation in addition to what had already been paid, the sum of \$42.84, at \$12.00 each week, to cover period between June 27, 1919, and July 22, 1919, together with medical expenses as provided by law. Appealed to District Court.

**DOCKET THREE.****3-1: Charles B. Campbell vs. Chambers & O'Neill Wrecking Company, Omaha.**

On November 6, 1919, while returning from work as an employee of the above named house-wrecking company, on a company truck, running at a high rate of speed, plaintiff was thrown from truck by the swing in turning a corner, and as a result of the fall broke his leg above the knee. A hearing was had on January 19, 1920, and compensation was allowed at the rate of \$15.00 each week until such time as the disability from such accident shall have ceased, together with medical expenses as provided by law.

**3-2: Richard Aboud, a minor, by his father, Charles Aboud, vs. Albert N. Eaton, doing business as Nebraska and Iowa Steel Tank Company, Omaha.**

(Insurance carrier: Travelers Insurance Company.)

On June 10, 1918, while employed by defendant company, plaintiff suffered an accident to his right hand and arm. A hearing was had on March 2, 1920, and compensation was allowed at \$12.00 each week for ninety weeks, less amount of compensation already paid. Also, \$6.00 each week, for the remaining weeks unpaid, being the penalty of fifty per cent waiting time for delayed payments, together with medical expenses as provided by law. Appealed to District Court.

**3-3: Eggress O'Flyng Company vs. Richard Gruber, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

This is a case brought for hearing by the insurance company to determine the disability at the time of hearing. On January 18, 1919, defendant was operating a corrugating machine and in some manner his left hand was caught in the machine, causing severe injury. On April 1, 1920, a hearing was had and medical testimony by surgeon was to the effect that an operation would restore hand to normal. The Commissioner ordered defendant to submit himself for such operation and allowed compensation of \$12.00 each week during disability occasioned by such operation. A further hearing to be had later to determine the then disability, if any there be. Appealed to District Court. Plaintiff was allowed \$360.00 and costs.

**3-4: Myrtle E. Christensen vs. Protector Sales Company, Omaha.**

On October 25, 1919, Axel C. Christensen, a traveling salesman, was killed in an automobile accident while traveling from North Bend to Schuyler. He had only been employed three days and his employer carried no insurance. A hearing was had on January 23, 1920, and compensation was awarded his widow for 350 weeks at \$15.00 each week, together with funeral expenses of \$150.00. Appealed to District Court. The Commissioner's award was reversed and judgment entered for the defendant. Appealed to Supreme Court. Judgment sustained.

**3-5: Joseph Pivonka vs. Swift & Company, Omaha.**

On September 17, 1919, while employed as a steam fitter for Swift & Company, plaintiff claimed he was injured in the groin, causing a running sore. The doctor in the case made a written report to the effect that he was treating plaintiff, beginning August 25, 1919,

for a rodent ulcer of the upper portion of the right thigh. There was no accident established and case was dismissed.

**3-6: Andrew Ketter vs. Samuel Wahl & Company, Falls City.**

On September 23, 1919, while engaged in opening a can of lye with an ice pick, plaintiff penetrated the can with the pick and ran it into the second finger of his left hand, causing it to be infected with the lye. Upon submitting a stipulation of facts agreed upon between the parties, the Commissioner found plaintiff to be entitled to 30 weeks compensation at \$14.62 each week, together with medical and hospital expenses.

**3-7: Richard H. Wilson vs. Armour & Company, Omaha.**

On August 5, 1919, plaintiff, a bruise trimmer in the beef killing department, cut his thumb with a knife. The wound became infected, causing the member to become stiff. On January 20, 1920, plaintiff filed an amended petition praying for the dismissal of the case "for the reason that the full extent of his disability cannot yet be determined." The case was dismissed.

**3-8: Ed S. Brooks vs. The Haller Proprietary Company, Blair.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On or about January 23, 1919, plaintiff received a colles fracture of the right wrist and dislocation of the joint, while cranking a car. At an informal hearing, when all the facts were presented, the Commissioner allowed compensation for 45 weeks at \$12.00 each week, together with medical and hospital expenses.

**3-9: Ina E Sprecher vs. The State of Nebraska.**

On July 22, 1919, while employed as a nurse in the Nebraska State Hospital for Insane in Lancaster County, an inmate threw a quantity of formaldehyde into plaintiff's left eye, causing a permanent partial loss of vision. An informal hearing of the case was had before the board of control, when medical statements were presented by eye specialists showing the per cent of loss of vision to plaintiff's eye. The Commissioner allowed 31 1/4 weeks compensation at \$15.00 each week, together with \$27.00 medical and hospital expenses.

**3-10: William Dow vs. William Specht, Lincoln.**

On July 22, 1919, while employed as a thresher, plaintiff's left thumb was caught in a feeder belt, resulting in serious injury of member. On March 1, 1920, a hearing was had and compensation allowed for 35 per cent of use of thumb, being 21 weeks at \$15.00 each week, together with medical expenses of \$78.00; and 50 per cent penalty for waiting time for delayed payments from date of accident.

**3-11: John Lof, employer, vs. J. E. (Jack) Goodwell, Omaha.**

(Insurance carrier: Travelers' Insurance Company.)

On August 21, 1919, defendant, a bricklayer, sustained a hernia while lifting a heavy stone together with a fellow employe. Insurance company alleged that defendant had fully recovered and brought the action to close the case. On October 2, 1920, a hearing was had, when the Commissioner found that defendant was still disabled as a result of the accident and subsequent operation and ordered that compensation be continued at \$15.00 each week until disability ended. Appealed to District Court|

**3-12: Elizabeth Harris vs. Western Auto Supply Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On August 24, 1919, while in the employ of defendant company, Robyn Spence Harris, deceased, husband of plaintiff, was fatally injured in an automobile accident. A hearing was had on September 24, 1920. The Commissioner found that said accident did not arise out of or in the course of his employment. The case was dismissed.

**3-13: Alfred Murphy vs. Armour & Company, Omaha.**

Plaintiff claimed that while lifting boxes of shoes eight or ten feet high he received a strain on July 17, 1919. A hearing was had on March 3, 1920, and the Commissioner found that plaintiff had not received an accident arising out of and in the course of his employment, but rather the disability was the result of disease brought on by natural causes. The case was dismissed. Appealed to District Court. The Commissioner's decision was affirmed. An appeal is now pending in the Supreme Court.

**3-14: Alfred E. Gresse vs. Sherrel & Lamb, Callaway.**

On October 6, 1919, while employed as a mechanic in garage of defendants, plaintiff met with an accident that resulted in the loss of the index finger of his left hand. A hearing was had by the Commissioner at Broken Bow on March 22, 1920, and plaintiff was allowed \$15.00 each week for 35 weeks, together with medical and hospital expenses.

**3-15: Lester DeBoer vs. Mothers' Jewels' Home, York.**

On or about November 14, 1919, plaintiff was employed to assist in the erection of a metal smoke stack. While so employed the stack fell causing the following injuries to plaintiff: fracture of the pelvis bone, dislocation of the hip, and three bones broken in one foot. A hearing was had February 25, 1920, and compensation was allowed at the rate of \$15.00 each week till disability shall have ended; medical expenses as provided by law, together with the 50 per cent penalty for delayed payments. Later it was found that suit was brought against the wrong party, when another petition was filed. It was stipulated that the evidence in the first case be the evidence in the second cause, and an award was again written. Appealed to District Court.

**3-16: George Edwards vs. George Stiles, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On October 7, 1919, while employed as a laborer excavating a pit in a basement, plaintiff struck a piece of stone with his pick, a chip flying off stone striking plaintiff in the left eye. A hearing was had March 4, 1920, when compensation was allowed plaintiff for 100 weeks at \$15.00 each week; medical and hospital expenses as provided by law, together with 50 per cent penalty for waiting time from October 7, 1919, to date of hearing. A lump sum settlement for \$1,000.00 was approved by the District Court.

**3-17: Charles Olson vs. The Jay Burnes Baking Company, Omaha.**

(Insurance carrier: Casualty Reciprocal Exchange.)

On June 21, 1919, while employed as a house carpenter for defendant company, plaintiff fell from a ladder, fracturing his hip and injuring his back. Compensation was paid for 26 weeks and then

stopped. A hearing was had March 8, 1920, when compensation was allowed at the rate of \$12.00 each week until such time as disability shall have ended, in addition to what had already been paid; medical expenses as provided by law; fifty per cent penalty for 12 1-2 weeks delayed payments of compensation. It was further ordered that plaintiff shall accept such medical treatment as defendant may offer to restore him to former normal condition. Appealed to District Court. Later on agreement for settlement was made for \$350.00 and approved by the District Court.

**3-18: Edward William Brandt vs. City of Lincoln.**

On October 20, 1919, plaintiff alleged that he was injured by being struck by a truck while directing traffic as a police officer for the city of Lincoln. Plaintiff was paid wages during period of disability. Hearing was had February 17, 1920. Compensation was denied and case was dismissed. Appealed to District Court.

**3-19: Beatrice Creamery Company vs. Frank Yorty, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On May 1, 1919, defendant injured his right ankle by a fall from a scaffold. Compensation was paid at the rate of \$12.00 each week until \$442.69 had been paid. On February 19, 1920, a hearing was had when compensation was allowed at the rate of \$12.00 each week until disability shall have ended, or its permanency be determined. Appealed to District Court. The Commissioner's decision was affirmed.

**3-20: Daniel Clancy vs. Kennard Glass & Paint Company, Omaha.**

(Insurance carrier: United States Fidelity & Guaranty Company.)

On May 26, 1919, while employed as a glazier, was assisting in lifting a large plate glass. It broke into pieces, one piece of the glass falling on his left hand injuring his thumb in such a way as to cause a per cent of the loss of the member. A hearing was had March 7, 1920, and an order issued requiring plaintiff to submit himself for an operation to restore the thumb to normal. He refused to submit to the operation. Later he agreed to submit to the operation and then settled the case.

**3-21: Charles E. Button vs. Stiles Construction Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On July 10, 1919, plaintiff employed as a carpenter, fell to the floor below, suffering a fracture of both bones of his left arm above the wrist. He was paid compensation at the rate of \$12.00 per week from date of injury to September 8, 1919. On January 23, 1920, a petition was filed to secure a hearing and determine the disability then existing. March 31, 1920, a hearing was had and on the evidence of surgeon that his hand could be reduced in disability by further medical treatment, the Commissioner made an order that plaintiff submit to surgical treatment at the expense of the insurance company to restore his hand to former normal condition. Appealed to District Court. Court awarded compensation of \$810.00.

**3-22: Tom Revers vs. M. C. Peters Mill Company, Omaha.**

(Insurance carrier: Employers Liability Assurance Corporation.)

On November 1, 1919, while employed by the M. C. Peters Mill Company as a sack sewer, the plaintiff entered into a friendly wrestling bout with a fellow employe during working hours on company premises.

As a result of such wrestling, plaintiff broke his ankle. On March 9, 1920, a hearing was had and on the evidence the Commissioner found that the accident did not arise out of or in the course of the employment. Compensation was denied and case dismissed.

**3-23: Clarence Dittmer vs. County of Kearney, Nebraska, Minden.**

On September 15, 1919, plaintiff was employed by the County of Kearney in the construction of bridges. On that day he stepped on a rusty nail, receiving an injury to his foot which disabled him until October 8, 1919. A hearing was had at Minden on February 24, 1920, and compensation was allowed for two and one-third weeks at \$15.00 each week, together with medical expenses of \$7.50. The penalty of fifty per cent for delayed payments for waiting time was also allowed.

**3-24: Sarah Chatman vs. The Cudahy Packing Company, Omaha.**

On October 21, 1919, while employed by defendant company as a trimmer of sheep necks, plaintiff cut the thumb of left hand at the first joint or nail. On March 29, 1920, a hearing was had and compensation allowed for a period of sixteen weeks at \$10.24 each week.

**3-25: P. H. Bush vs. John Welch.**

(Insurance carrier: Travelers Insurance Company.)

On September 30, 1919, defendant, with three other employees of plaintiff, was carrying a safe up stairs when his foot slipped off one step to the next one, fracturing the bone in his large toe. A hearing was had February 20, 1920, when compensation was allowed in the sum of \$15.00 each week until disability ended, together with medical and hospital expenses. (The defendant later died as a result of this accident and is covered in a further hearing).

**3-26: G. F. Kinghorn vs. Alfred Ashton, McCook.**

On October 23, 1919, while employed by defendant on a threshing machine, plaintiff lost the two first phalanges of the index finger of his left hand. A hearing was had at McCook on February 23, 1920, and compensation was allowed for 35 weeks at \$15.00 each week, together with \$70.00 medical and hospital expenses, also the fifty per cent penalty for waiting time on delayed payments. On appeal to District Court case was dismissed against defendant without prejudice on ground case should have been brought against partnership or members thereof. Another action was then brought in conformity with this ruling before the Compensation Commissioner, whereupon the Commissioner made an award as given above.

**3-27: Ben Gray vs. Morris Packing Company, Omaha.**

On January 14, 1920, while employed at the Morris plant as a gut stripper, plaintiff alleged that he poisoned his left eye with slime from hog guts. A hearing was had on February 21, 1920. Eye specialists, after making examination, reported in writing to Commissioner that plaintiff lost no vision on account of alleged accident. Case was dismissed.

**3-28: M. Golastein vs. Cudahy Packing Company, Omaha.**

On January 15, 1920, while employed at the Cudahy plant in the Dutch Cleanser Department, plaintiff poisoned his eyes "from the gas fumes." A hearing was had March 29, 1920, and compensation was allowed for three weeks at \$15.00 each week, together with medical expenses.

**3-29: Will Hamilton vs. Cudahy Packing Company, Omaha.**

On January 6, 1920, plaintiff was employed as a laborer in the beef casing department. He was injured while shoving a bucket of ice, bruising and cracking ribs. A hearing was had on March 30, 1920, and compensation allowed for twelve weeks at \$15.00 each week, together with medical expenses.

**3-30: James Kenna vs. Judge C. Belcher, Omaha.**

On December 10, 1919, while in the employ of defendant as laborer for Janitor of Angeles Apartments, plaintiff was injured by reason of the rope on a dumb elevator breaking, elevator falling on plaintiff striking him on the head. A hearing was had on March 8, 1920, when compensation was allowed at \$13.33 each week from date of injury until the disability shall have ended, together with medical expenses, also the fifty per cent penalty for waiting time. Appealed to District Court. Settled for amount of the award.

**3-31: Skinner Packing Company vs. Glen Babcock, Pearl Babcock, Leslie Babcock, Earl Babcock, Omaha.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On November 28, 1919, Charles Babcock was found dead near a salamander in a tunnel being built by plaintiff, it being claimed that his death was caused by asphyxiation. It was admitted the death arose in the course of the employment. Deceased had been divorced from his wife, but had gone back to live with her without a remarriage. The above defendants were minor children of deceased, and the petition for hearing was filed to have the Commissioner decide who the dependents were. The Commissioner held that Carrie Babcock was the widow of Charles Babcock, and the other parties dependent were the children of Charles Babcock, deceased, and Carrie Babcock. Compensation was allowed the widow for 350 weeks at \$15.00 each week, together with \$150.00 burial expenses. Appealed to District Court. Compensation being paid.

**3-32: Charles P. Fisher vs. Peter Goodbinder and David Baum, Omaha.**

Plaintiff alleged that while employed as a cook in defendant's restaurant, he cut his foot on a nail in a box behind the restaurant counter and that it became infected, causing disability. The Commissioner found that the disability complained of by the plaintiff was the result of natural causes; that he was operated on for bunions. Plaintiff's prayer for compensation and medical expenses was denied and the case dismissed.

**3-33: Lula Otis vs. W. C. Peterson, Geneva.**

(Insurance carrier: London Guarantee & Accident Company.)

On November 5, 1919, while employed as a mechanic for defendant, Grant J. Otis, husband of plaintiff, fell from an elevator sustaining injuries that resulted in death. Compensation was asked for full amount due under the law. On April 15, 1920, a communication was received from plaintiff's attorney stating that funeral expenses and compensation had been paid by the insurance company, and further payments would be made as provided by law. The case was dismissed.

**3-34 George Troxcil vs. Morris Packing Company, Omaha.**

On or about September 11, 1919, plaintiff was injured while in the employment of defendant company. The injury consisted of fracturing

the anterior portion of his head and face, and impairment of lower jaws, which prevented mastication and getting nourishment from food. Compensation was allowed for 300 weeks at \$6.80 each week from and after January 10, 1920, together with hospital and medical expense; and after the expiration of 300 weeks during his life he shall receive \$4.50 each week; with fifty per cent penalty for delayed payments of compensation. Appealed to District Court. Commissioner's award sustained.

**3-35: Claude March vs. Roberts Sanitary Dairy Company, Lincoln.**

(Insurance carrier: Travelers Insurance Company.)

On or about December 10, 1919, while employed as a driver for defendant, plaintiff froze the small toe of his left foot, necessitating its amputation. A hearing was had February 20, 1920, and compensation was allowed for 10 weeks at \$15.00 each week, together with medical and hospital expenses; also the penalty of fifty per cent for waiting time was allowed on delayed payments. Appealed to District Court, but later dismissed and compensation paid.

**3-36: John P. Ray vs. The School District of Lincoln, County of Lancaster, State of Nebraska.**

On November 9, 1919, while employed as engineer at the McKinley School in the City of Lincoln, plaintiff was injured after placing a lantern on a cinder pile in the street, by being struck by a passing automobile. A hearing was had on March 17, 1920, and compensation was allowed from November 15, 1919, to March 20, 1920, at \$13.33 each week, together with medical and hospital expenses, and fifty per cent penalty for delayed payments. Appealed to District Court. Plaintiff was allowed 24 weeks at \$13.33 each week, and waiting time for 20 weeks. Reversed by Supreme Court.

**3-37: John Latsos vs. Union Stock Yards Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On October 2, 1919, while employed as a sheep dipper for defendant company, plaintiff sustained a hernia of the right side by accidentally striking himself with the pole he was using. A hearing was had and compensation allowed at the rate of \$15.00 each week for a period of 16 weeks, together with medical and hospital expenses.

**3-38: Edward Powers vs. Ernest Dussell and Adam Dussell, Columbus.**

(Insurance carrier: New Amsterdam Casualty Company.)

On November 1, 1919, while employed by above defendant co-partnership, plaintiff sustained an accident by a heavy weight falling upon his left foot, causing dislocation and fracture of the member. On April 12, 1920, a hearing was had and compensation was allowed for a period of ten weeks at \$15.00 each week, together with medical and hospital expenses.

**3-39: Lona A. Woodward vs. Phil Byron and Abe Byron, doing business under the name of the Famous, Lincoln.**

(Insurance carrier: London Guarantee & Accident Company.)

On October 13, 1919, while employed by defendant, plaintiff fell down a flight of stairs and sustained injuries that disabled her from work for a long period. A hearing was had on June 10, 1920, and compensation was allowed in the sum of \$13.33 each week from and

after October 20, 1919, until such time as disability shall have ended, together with medical and hospital expenses. Appealed to District Court.

**3-40: Adolph Gebhardt vs. William Hewitt, Columbus.**

(Insurance carrier: New Amsterdam Casualty Company.)

On November 1, 1919, while employed as a carpenter for plaintiff, defendant sustained an injury. Compensation was paid and petition was filed to determine further disability. A hearing was had on April 11, 1920, and Commissioner ordered defendant to submit himself for treatment by an eye specialist, with compensation during disability resulting from such treatment, if such there be, and then a further hearing would be had to determine per cent of loss of vision. Appealed to District Court.

**3-41: Sarah Ballard vs. Cudahy Packing Company and M. L. Leach, Omaha.**

It was claimed by plaintiff that her husband, John Ballard, was overcome by heat in the "cinder pit" while employed by M. L. Leach at the Cudahy plant, and died on or about September 10, 1919. A hearing was had on April 10, 1920, and the Commissioner found that John Ballard came to his death as a result of disease brought about by natural causes and not from an injury. Compensation was denied and the case dismissed. Appealed to District Court.

**3-42: Paxton & Vierling Iron Works vs. George Young.**

(Insurance carrier: Continental Casualty Company.)

On October 17, 1918, while employed by plaintiff company as a painter of iron plates, defendant was struck on the back and thrown forward, causing injury to the bone and arch of the left foot and sprain of the right ankle. Compensation was paid and petition filed to have Commissioner decide further disability, if any existed. A hearing was had April 5, 1920. The Commissioner issued an order calling upon defendant to submit himself for further surgical treatment to restore him to former normal physical condition. Compensation being paid.

**3-43: Elie B. Mountain vs. Cudahy Packing Company, Omaha.**

On December 10, 1919, plaintiff suffered an accident, the nature of which was a truck ran over his large toe, while employed in the loading gang at defendant company's plant. On April 6, 1920, a hearing was had and compensation allowed in the sum of \$11.33 together with medical expenses.

**3-44: Alfred M. Delhay vs. D. W. Eyer, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On July 28, 1919, while in the employ of defendant as a brick mason, plaintiff broke his leg. A hearing was had June 9, 1920, and the Commissioner allowed compensation for 7 weeks at \$15.00 each week, and \$3.85 per week for 14 weeks, partial compensation, being 66 2-3 per cent of the difference between wages received at the time of the injury and his earning power thereafter. This amounted to \$158.85.

**3-45: C. W. Swingle & Company vs. L. C. Holaday, Lincoln.**

(Insurance carrier: Travelers Insurance Company.)

On March 5, 1918, while in the employ of plaintiff company, defendant slipped on a greasy floor through hole onto uncovered joice,

injuring hip and back. Compensation at the rate of \$12.00 each week was paid until \$1,260.00 was reached, when a petition was filed to have a hearing to determine whether or not there was further disability. A hearing was had on April 8, 1920, and the Commissioner ordered insurance company to continue compensation at the rate of \$12.00 each week uninterruptedly. Also, if plaintiff desired to give defendant further treatment the latter should accept the same to the end that he be restored to former normal physical condition. Appealed to District Court. The Commissioner's award was affirmed.

**3-46: Lydia E. Welling vs. J. L. Ashenfelter, Beatrice.**

On January 6, 1920, while employed as cook in defendant's restaurant, plaintiff fell down an open trap door into the basement injuring her knee, hip and back. A hearing was had and compensation was allowed for six weeks at \$13.30 each week, together with medical expenses, and the fifty per cent penalty for delayed payments.

**3-47: Eleanor Wilson vs. Young Men's Christian Association, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On September 2, 1919, John T. Wilson, a bricklayer, father of plaintiff, while employed by defendant association, fractured the base of his skull and caused a contusion of the brain, resulting in his death on February 26, 1920. Previous to a hearing, a settlement between the parties was agreed to, and the case was dismissed.

**3-48: Nettie Mecomber vs. City of North Platte, Nebraska.**

On January 15, 1920, while employed as a police officer of North Platte, Sheldon C. Mecomber, husband of plaintiff, was shot and killed while attempting to make an arrest. A hearing was had at North Platte April 26, 1920, and compensation was allowed widow for 350 weeks at \$15.00 each week, funeral expenses of \$150.00, together with fifty per cent penalty for delinquent payments of compensation. On appeal to District Court case was dismissed. Affirmed by Supreme Court.

**3-49: Mary Rogers vs. City of North Platte, Nebraska.**

On January 15, 1920, while employed as a police officer of North Platte, George Rogers, husband of plaintiff, was shot and killed while attempting to make an arrest. A hearing was had at North Platte April 26, 1920, and compensation allowed widow for 350 weeks at \$15.00 each week; funeral expenses of \$150.00 together with the fifty per cent penalty for delinquent payments of compensation. On appeal to District Court was dismissed. Affirmed by Supreme Court.

**3-50: Fred W. Meskil vs. Refinite Company, Omaha.**

(Insurance carrier: General Accident Assurance Corporation.)

On or about October 16, 1919, while in the employ of the above defendant company as a pipe fitter, plaintiff sustained an injury to the ring finger of his right hand. Compensation was paid for 13 weeks when it was found necessary to amputate the finger. The insurance company then wanted to pay two weeks compensation (the amount provided in the law for the loss of the third or ring finger). A hearing was had on June 3, 1920, and compensation was allowed for 19 weeks from and after February 17, 1920, the day the finger was amputated. Appealed to District Court. Later the award of the Commissioner was paid.

**3-51: Lester DeBoer vs. The Woman's Missionary Society of the Methodist Episcopal Church, York.**

On or about November 14, 1919, while employed to assist in erecting a smoke stack, plaintiff was injured. A date was set for hearing, but prior to the hearing a stipulation was filed with the Commissioner whereby the contesting parties agreed that the evidence in this case, if taken, would be the same as that taken at a previous hearing. An award was made allowing compensation to plaintiff at the rate of \$15.00 each week until such time as his disability shall have ended; medical and hospital expenses as provided by law; together with the fifty per cent penalty for delinquent payments of compensation. Appealed to District Court.

**3-52: Earl Brown vs. Charles McCourtney, Liberty.**

On September 12, 1919, plaintiff was employed in helping to move a house for defendant employer. While so employed he fractured his thumb and smashed his hand. A hearing was had April 23, 1920, and compensation allowed for 17 1/2 weeks at \$15.00 each week, together with medical expense and fifty per cent penalty for delinquent payments of compensation. An appeal was taken to the district Court but later dismissed and a settlement made in accordance with compensation commissioner's award.

**3-53: Jonathan A. Bridger vs. Lincoln Feed & Fuel Company, Lincoln.**

On February 24, 1920, plaintiff was employed to unload a car load of coal at 25 cents per ton by defendant company. During this employment plaintiff received an injury to the third finger of his right hand, which resulted in the finger being amputated. A hearing was had on April 28 1920, and compensation was allowed for 20 weeks at \$15.00 each week together with medical expenses, and fifty per cent penalty for delinquent payments of compensation. Appealed to District Court. The Commissioner's award was reversed. Then an appeal was taken to the Supreme Court by plaintiff. The Supreme Court sustained the District Court on the grounds of Casual Employment of plaintiff.

**3-54: Ed Hamernick vs. Fred Bonness, Omaha.**

On February 20, 1920, while employed as salesman and butcher, plaintiff injured the middle finger of his left hand, it being later amputated at the first joint. Before a hearing was had a settlement was agreed to by both parties. The sum paid plaintiff being in accordance with the provisions of the Compensation Law, the case was dismissed.

**3-55: William Gooren vs. Collins Brothers, Omaha.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On January 1, 1920, while employed as a laborer unloading sand and brick, plaintiff received an accident which resulted in a broken bone in his right foot. A hearing was had on July 9, 1920. The Commissioner found that plaintiff had received compensation in full for injury of January 1, 1920, and that disability complained of at time of hearing was due to varicose veins. The case was dismissed.

**3-56: Pablo Navarrete vs. Armour & Company, Omaha.**

On January 27, 1920, while employed in the tank room of defendant's plant in Omaha, plaintiff alleged that he sustained an injury by cutting the middle finger of his left hand. A hearing was had

on June 1, 1920, when the Commissioner found that the injury complained of by plaintiff was not due to an accident while employed. The case was dismissed.

**3-57: Sophia Rummel vs. Iten Biscuit Company, Omaha.**

(Insurance carrier: Travelers Insurance Company.)

On November 12 or 13, 1920, while employed at cocoanutting cookies, plaintiff sustained injuries by having a sliver run into the thumb of her right hand. Compensation for 30 weeks at \$9.83 each week was allowed, less amount already paid plaintiff. Appealed to District Court. Plaintiff was allowed \$250.00 and costs.

**3-58: Joseph Nadolny vs. Stiles Construction Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On January 7, 1920, while employed as a bricklayer for defendant company, plaintiff suffered an accident which resulted in seven ribs being fractured and left knee bruised. Previous to a hearing day being set, parties at interest agreed upon a settlement and plaintiff executed a final receipt in full for compensation. The case was dismissed.

**3-59: William A. Hand vs. William W. Blackman, Fremont.**

On October 16, 1919, while employed as care taker of poultry cars enroute from Fremont to New York City, plaintiff sustained an injury. The ligaments and muscles of left shoulder being crushed, injury to muscles, head, and nervous shock. Previous to a hearing a request for dismissal of this cause of action was made by both plaintiff and defendant. The case was dismissed.

**3-60: Yankee Hill Brick Manufacturing Company vs. Charles League, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On November 9, 1918, while employed as a laborer in plaintiff's brick yard near Lincoln, a clay bank caved in and caught defendant and pinched him against car rails, breaking both legs at the ankle. Compensation was paid to date of filing petition by insurance company.

A hearing was had on June 6, 1920, and compensation allowed for a period of 122 1-2 weeks at \$12.00 each week, making a total of \$1470.00 less amount already paid.

**3-61: Elizabeth Urak vs. Morris & Company, Omaha.**

On August 29, 1919, while in the employ of the Morris Packing Company as a sausage linker, plaintiff was injured on back and left hip by being struck on the hip with a shovel by a fellow employe. A hearing was had June 5, 1920, and compensation allowed at the rate of \$14.33 each week from August 31, 1919, until disability ends, together with medical and hospital expenses as provided by law, and fifty per cent penalty for delinquent payments of compensation. Appealed to District Court.

**3-62: Hazel Dell Eby, in her own behalf, and Marjorie Emma Eby, a minor, by Hazel Dell Eby, her next friend, vs. Lee A. Miller, Hartington.**

On January 5, 1920, while in the employ of Lee A. Miller, Charles O. Eby, husband of plaintiff, was injured in a garage by the explosion of a jug of gasoline, and as a result of such injury died on January 8, 1920. A hearing was had June 15, 1920, and compensation was allowed for 350 weeks at \$15.00 each week; \$150.00 funeral expenses, medical

and hospital expenses as provided by law, together with the fifty per cent penalty for delayed compensation payments. Appealed to District Court. The Commissioner's award was affirmed.

**3-63 John L. Barger vs. Farmers Grain & Live Stock Association, Coleridge.**

On May 12, 1919, while in the employ of defendant association as assistant managed of the elevator, plaintiff caught his heel in a hole on a platform, lost his balance and fell backward tearing loose muscles of left leg and injuring his back and kidneys. A hearing was had on June 15, 1920, and compensation allowed for \$487.33, which covered period of total and partial disability.

**3-64: Floyd E. Duff vs. Alliance Potash Company of Antioch.**

(Insurance carrier: Employers Liability Assurance Corporation.)

On November 17, 1919, while employed by defendant company at firing dryers and repairing steam lines, plaintiff fell from scaffold to cement floor mashing bone in left foot. Compensation and medical expenses were paid. Petition was filed and hearing was had on July 24, 1920, to determine the permanent disability. Compensation was allowed for twenty-five per cent of the loss of use of foot, the same being  $31\frac{1}{4}$  weeks at \$12.00 each week beginning July 31, 1919. Appealed to District Court, and judgment rendered for the defendant.

**3-65: Micanora Alvarez vs. J. P. Gould & Son, Omaha.**

(Insurance carrier: United States Fidelity & Guaranty Company.)

On March 20, 1920, while employed as a laborer for defendant, a board slipped off the side of the bank striking him on the head. After a petition was filed, and before a hearing day was set, attorney for plaintiff asked leave to withdraw the same and requested that the case be dismissed.

**3-66: Grace Lande vs. B. Pred, Omaha.**

(Insurance carrier: Globe Indemnity Company.)

On December 28, 1919, while employed as a clerk in defendant's store, plaintiff asked permission to go across the street to get a sandwich in the middle of the afternoon. On the sidewalk she was struck by a bicycle and her leg was broken. On June 4, 1920, a hearing was had and compensation was allowed for a period of 8 weeks at \$15.00 each week, together with medical and hospital expenses. An appeal was taken to the District Court. The Commissioner's award was sustained.

**3-67: Otto F. Bloom vs. Hebb Motors Company, Havelock.**

(Insurance carrier: London Guarantee & Accident Company.)

On January 21, 1920, while employed by the above defendant company as a painter, plaintiff sustained an injury while cranking a truck, causing hernia on the right side. Previous to a hearing being had, plaintiff and defendant mutually agreed upon a settlement for \$227.50 and the same was approved by the Commissioner.

**3-68: Anna M. Burkman vs. Blue Taxi Company, Omaha.**

(Insurance carrier: Georgia Casualty Company.)

On October 14, 1919, while in the employ of the above defendant company as a taxi cab driver, Dewey Burkman, son of plaintiff, was

struck by a street car and fatally injured. A hearing was had June 4, 1920, to determine whether or not plaintiff was wholly dependent on deceased. Compensation was allowed for 350 weeks at \$15.00 each week, and \$150.00 burial benefit, together with fifty per cent penalty for delinquent payments of compensation. Appealed to District Court. Court ordered that \$500.00 be paid to plaintiff, same to be credited on final decree. Case continued.

**3-69: Fred G. Prettyman vs. Standard Oil Company, Comstock.**

On April 25, 1919, while in the employ of defendant company as a driver, plaintiff met with an accident. While crossing the Middle Loup River the piling under the bridge gave way. The wagon, mules and complete outfit, together with driver, fell into the river. Compensation in the sum of \$497.50, together with \$15.00 doctor bill, was paid. A hearing was had on July 12, 1920, to determine whether or not any further disability existed. On the statement of specialists the Commissioner found that no further compensation was coming to plaintiff, and the case was dismissed.

**3-70: Tom Smith vs. Home Builders, Omaha.**

(Insurance carrier: Travelers Insurance Company.)

On March 19, 1920, while employed as a laborer for above defendant, plaintiff alleged that he sustained an injury to the muscles and tissues of his back and certain disorders of the organs of the back. Prior to a date being set for a hearing of the case, attorneys for the plaintiff asked that the case be dismissed for the reason that a satisfactory settlement had been arrived at between both parties at interest.

**3-71: Guadeloupe de la Parra vs. Omaha Metal & Rubber Company, Omaha.**

(Insurance carrier: Georgia Casualty Company.)

On April 5, 1920, while employed by above named defendant company as a laborer working on a crane, plaintiff sprained the muscles of his back, caused by the crank slipping from the shaft, throwing plaintiff to the ground. A hearing was had on June 2, 1920, and compensation was allowed for three weeks at \$15.00 each week, together with medical expenses; also the fifty per cent penalty for delinquent payments of compensation. Appealed to District Court. The Commissioner's award was sustained.

**3-72: Louisa Beebe, widow of George Beebe vs. Swift & Company, Omaha.**

On June 16, 1919, while in the employ of above defendant company, George Beebe, husband of plaintiff, is alleged to have received an injury that resulted in his death. He lost no time from work as a result of such alleged injury. He died February 6, 1920. A hearing was had on July 22, 1920, and the Commissioner found that his death was due to natural causes and not from an accident. The case was dismissed.

**3-73: William Barger vs. J. W. Schlesiger, Ashland.**

(Insurance carrier: New Amsterdam Casualty Company.)

On March 14, 1920, while employed as a laborer for defendant, plaintiff bruised and injured his left hand in such a manner as to render it totally useless for a period of four weeks. Prior to date of hearing plaintiff executed a final settlement receipt in full, all in accordance with the compensation law. The case was dismissed.

**3-74: K. R. Golden vs. Great Western Sugar Company, Gering.**

(Insurance carrier: London Guarantee & Accident Company.)

On December 27, 1919, while employed as a laborer in the warehouse of defendant company, plaintiff suffered an abdominal hernia caused by an accidental fall while lifting a sack of sulphur or soda. On July 14, 1920, a hearing was held at Gering and compensation was allowed at \$15.00 each week for a period of 6 weeks from February 9, 1920; that within ninety days from date of this order plaintiff shall submit himself for an operation for hernia; that plaintiff shall receive \$15.00 each week during disability caused by such operation, together with medical and hospital expenses as provided by the Compensation Law.

**3-75: Mrs. Emma Hranilovic, widow of Elie Hranilovic, deceased, vs. Armour & Company, Omaha.**

On January 6, 1920, while employed as a hog driver for defendant company, Elie Hranilovic, husband of plaintiff, was injured when a hog ran against him, throwing him and striking his head against a cement beam, causing a bruise which became infected, said infection causing his death. A hearing was had June 17, 1920, and the Commissioner allowed compensation for 350 weeks at \$15.00 each week; \$150.00 burial benefit, together with medical and hospital expenses. Appealed to District Court. The Commissioner's award was affirmed, and \$400.00 was allowed for attorney's fees.

**3-76: Ellsworth W. Davis vs. Omaha Body Company.**

(Insurance carrier: Southern Surety Company.)

On August 21, 1918, while employed by defendant company, plaintiff was injured by being struck on the chest by a flying board thrown by a rip saw some distance from where the plaintiff was working. On May 12, 1920, (some twenty-one months after the accident) a petition was filed. On July 3, 1920, a hearing was had and evidence taken. Attorney for insurance company raised the statute of limitation in the case. Motion of attorney for defendant to dismiss the case was sustained. The case was dismissed.

**3-77: Charles A. LaPaul vs. Otis S. Eyer, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On June 19, 1919, while employed as a carpenter for defendant employer, and while driving a car containing other workmen on the same job, plaintiff suffered an accident resulting in broken ribs, wrecked nervous system, and permanent diminution of earning capacity. A hearing was had on July 6, 1920, and compensation was allowed for 7 weeks at \$12.00 each week, together with medical and hospital expenses as provided by law.

**3-78: Catherine Eckery, administratrix of the Estate of John Eckery, deceased, vs. Charles D. Griffiths, Lincoln.**

On February 21, 1920, while in the employ of defendant employer, as an automobile mechanic, Charles D. Eckery, husband of plaintiff, suffered an injury caused by the explosion of a compressed air tank which resulted in his death the following day. A hearing was had July 19, 1920, and compensation was allowed for 350 weeks at \$15.00 each week; \$150.00 for burial benefit, and medical and hospital expenses as provided by law. Appealed to the District Court.

- 3-79: William Seiffert and Ameila Seiffert vs. B. O. Daubert & Company, Norfolk.

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On November 26, 1919, Clarence Seiffert, aged 18 years, son of plaintiffs, while employed by defendant company as a driver of a truck, was instantly killed by a locomotive at a railroad crossing. A hearing was had on June 24, 1920, and compensation allowed plaintiffs for 350 weeks at \$15.00 each week; \$150.00 burial benefit, medical and hospital expenses as provided by law.

- 3-80: Patrick J. Meehan vs. John McKernon, Beatrice, Abel Construction Company, and the City of Beatrice.

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On March 30, 1920, while in the employ of defendants as a teamster in grading the streets of Beatrice, plaintiff was thrown from the wagon and a wheel ran over his right leg between the knee and hip, injuring and bruising same. Previous to a date of hearing, attorneys for plaintiff filed a request with the Commissioner that the case be dismissed, as plaintiff had been paid in full compensation due him according to law.

- 3-81: Paul F. Steinwender, Administrator of the Estate of Alex Rhodes, deceased, vs. Louis A. Meeker, Omaha.

On March 29, 1920, while in the employ of defendant as a stableman, Alex Rhodes, deceased, fell from a ladder leading to the second floor and was instantly killed. Deceased left no dependents. A petition was filed by administrator to collect \$150.00 burial benefit. A hearing was had on June 30, 1920, and the Commissioner, finding that the evidence did not establish the fact that defendant was the employer of Alex Rhodes, the case was dismissed.

- 3-82: F. S. Prince vs. Swift & Company, Omaha.

On December 11, 1919, while in the employ of defendant company, as clerk, plaintiff suffered an accident resulting in the second vertebra of the neck being broken. A hearing was had on July 22, 1920, and compensation was allowed for total disability, being 300 weeks at \$15.00 each week, and the balance of his life at \$12.00 each week, medical and hospital expenses and fifty per cent penalty for delinquent payments of compensation. Appealed to the District Court. The Commissioner's award was affirmed.

- 3-83: Bernhard E. Granere vs. Gaeth Tractor & Auto Company, York.

On January 1, 1920, while in the employ of defendant company as auto repair man, plaintiff suffered an injury caused by a piece of steel entering the pupil of the left eye, destroying the vision of same and affecting the sight of right eye. A hearing was had on October 5, 1920, and compensation was allowed for 125 weeks from and after January 1, 1920, at \$15.00 each week, together with medical expenses. Appealed to District Court.

- 3-84: Sarah E. LeMar, widow of Irvin B. LeMar vs. County of Polk, State of Nebraska, Osceola.

On May 24, 1920, while in the employ of defendant County of Polk, State of Nebraska, as the operator of a road maintainer, Irvin B. LeMar, husband of plaintiff, suffered an injury at the railroad crossing within

the city limits of Stromsburg, in said county, and that as a result of such injuries, died on May 25, 1920. A hearing was had on June 23, 1920, and compensation was allowed for 350 weeks at \$15.00 each week; \$150.00 burial benefit, and medical and hospital expenses.

**3-85: Mary Nalty vs. Dr. G. W. Todd, Omaha.**

On November 10, 1919, while in the employ of defendant as an X-ray machine operator, plaintiff received a severe electric shock which affected her right hand and arm. A hearing was had on June 18, 1920, and compensation was allowed for 10 weeks at \$6.00 each week, together with medical expenses. Appealed to District Court.

**3-86: James Kenna vs. Anna Donohoe, Sarah Cash, and Winnifred Cash, Omaha.**

On December 10, 1919, while in the employ of defendants as assistant janitor, plaintiff suffered an accident, his nose being broken at the bridge and skull fractured. Previous to a hearing, that is, on June 30, 1920, the Commissioner was notified that the matter had been settled between the parties, whereby plaintiff received \$700.00 as compensation and medical expenses of \$81.65. This is the award made by the Commissioner at a previous hearing under another title. The case was dismissed.

**3-87: Thomas Benash vs. Omaha Ice and Cold Storage Company, Omaha.**

(Insurance carrier: Georgia Casualty Company.)

On April 21, 1920, while in the employ of defendant company as a laborer, plaintiff had the large toe on his right foot mashed. A hearing was had May 1, 1920, and compensation was allowed for a period of 6 weeks at \$15.00 each week, less the amount already paid by the insurance company, together with medical and hospital expenses.

**3-88: Annie Copeland, wife of John Copeland, who is insane, vs. Gordon Fireproof Warehouse & Van Company, Omaha.**

(Insurance carrier: Continental Casualty Company.)

On October 4, 1917, while in the employ of defendant company as a laborer, John Copeland, husband of plaintiff, received an injury upon the head. In March, 1918, he was operated on for such injury. In November, 1919, he was again operated on. On February 18, 1920, he was adjudged insane by the authorities. On July 29, 1920, a hearing was had and compensation was allowed for 300 weeks at \$10.67 each week from November, 1919, together with medical and hospital expenses, and fifty per cent penalty for delinquent payments of compensation; after the 300 weeks has elapsed compensation shall be paid in the sum of \$7.20 each week during the remainder of the life of John Copeland. Appealed to District Court.

**3-89: Ray O. Castle, administrator of the Estate of Paul Garber, deceased, and Catherine Moore vs. State of Nebraska.**

On April 21, 1920, while in the employ of the State of Nebraska, as a steamfitter, Paul Garber, son of plaintiff, met with an accident that resulted in instant death. On September 17, 1920, a hearing was had at Brock, Nebraska, to determine the dependency of his mother, Catherine Moore. Compensation was allowed for 350 weeks at \$15.00 each week, and \$150.00 burial benefit.

**3-90: William Atwater vs. Standard Bridge Company and George Hess, Beatrice.**

On December 5, 1919, while in the employ of defendants unloading bridge steel, plaintiff met with an accident, being a fracture of the left leg. On July 7, 1920, a hearing was had. The Commissioner took the case under advisement and later found that plaintiff was an independent contractor, and therefore not entitled to compensation under the Nebraska Workmen's Compensation Law.

**3-91: Edward Sulak vs. J. L. Brandeis & Sons, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On February 24, 1920, while in the employ of defendant as a janitor, plaintiff met with an accident at one of the elevators in the store. His scalp was cut on top and chin injured. A hearing was had July 9, 1920, and the Commissioner ordered plaintiff to submit himself for treatment by a nerve specialist for 30 days at the expenses of the insurance company; also that all compensation due be paid at once. After the 30 days treatment the extent of disability, if any there be, would be determined. Appealed to District Court.

**3-92: Joseph Wagner vs. Omaha Refining Company.**

(Insurance carrier: Travelers Insurance Company.)

On January 12, 1920, while in the employ of defendant company as a laborer, plaintiff was assaulted by a foreman in a quarrel arising out of the employment, being hit on the head with a 4x4 timber by said foreman, fracturing his skull and lesions, and injuring underlying brain tissues. Defendant filed an amended special appearance showing contract of employment was entered into and completed in the state of Iowa. The case was dismissed.

**3-93: Eva Hugenberger vs. Morris Packing Company, Omaha.**

On December 24, 1919, while in the employ of defendant company in the clerical department, plaintiff while on a mission to the Army Building, slipped and fell on the stone steps, sustaining a fracture of two ribs on the left side. A hearing was had July 1, 1920. Compensation was allowed from December 24, 1919, at \$6.66 each week until disability ends; fifty per cent penalty for delinquent payments of compensation, medical and hospital expenses; and that plaintiff within 30 days from date of order shall submit herself for nerve treatment by a nerve specialist at the expense of defendant company in an effort to restore her to former normal physical condition. Appealed to District Court.

**3-94: G. F. Kinghorn vs. Alfred Ashton and Henry Calhoun, partners doing business under the firm name of Ashton & Calhoun, McCook.**

On October 23, 1919, while in the employ of defendants as a separator man, plaintiff suffered the loss of the index finger of his right hand by it being crushed in the machine. A hearing was had on June 17, 1920, and compensation allowed for 35 weeks at \$15.00 each week, together with \$70.00 doctor and hospital expenses; also the fifty per cent penalty for delinquent payments of compensation. Appealed to District Court.

**3-95: Loose-Wiles Biscuit Company vs. Elmer H. Hammer, Omaha.**

(Insurance carrier: Travelers Insurance Company.)

Petition was filed by insurance company praying that a hearing be had to determine whether or not defendant was injured while in the employ of plaintiff company. In answering defendant alleged that on May 18, 1920, he received a scratch on the right hand and wrist from the small teeth of a taping machine. A hearing was had September 4, 1920, and the Commissioner found that the accident complained of by defendant was not substantiated by the evidence. The case was dismissed. Appealed to District Court.

**3-96: Mary Shanahan and Mary Shanahan, Guardian of M. Thomas Shanahan, Marie Zita Shanahan, James M. Shanahan, William Shanahan, and Susan Marcella Shanahan, minors, vs. Illinois Steel Bridge Company.**

On May 6, 1920, while in the employ of defendant company, Thomas J. Shanahan, husband of Mary Shanahan, suffered an accident while in the course of his employment as a bridge worker, and died the next day. On July 29, 1920, a hearing was had and the Commissioner allowed compensation to Susan Marcella Shanahan, or her guardian, for a period of 350 weeks at \$15.00 each week, and \$150.00 burial benefit.

**3-97: Joe Sacco vs. Omaha Steel Works, Omaha.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On March 22, 1920, while in the employ of defendant company as a pattern maker, plaintiff ran a sliver of wood into his left hand, which became infected. A hearing was had on July 23, 1920, and compensation was allowed at the rate of \$15.00 each week from and after March 22, 1920, until his disability ended, together with the fifty per cent penalty for delayed payments from May 1, 1920, to date of hearing.

**3-98: Czerney J. Rouzee, a minor, by Dollie Rouzee, his mother and next friend vs. James W. Cattern, Fremont.**

On July 2, 1920, while employed in defendant's printing office plaintiff accidentally caught his right hand in a press, injuring the same. A hearing was had at Fremont on October 15, 1920, and compensation was allowed for 17½ weeks at \$6.00 each week, together with medical and hospital expenses.

**3-99: August Carlson vs. Dr. Benjamin F. Bailey Sanatorium Company, Lincoln.**

(Insurance carrier: Maryland Casualty Company.)

On or about February 8, 1920, while in the employ of defendant company as a kitchen helper, plaintiff cut the middle finger of his right hand on a projecting nail, the same becoming infected. Prior to setting a day for hearing, plaintiff executed final settlement with the insurance company in accordance with the compensation law. The case was dismissed.

**3-100: Carl G. Anderson vs. Dunnegan & Briggs, Franklin.**

(Insurance carrier: General Accident Company.)

On March 26, 1920, while in the employ of defendant partnership as a pipe layer in a sewer ditch, plaintiff suffered an accident which

resulted in a dislocation of the shoulder and puncturing of his lungs. Eleven weeks compensation was paid by the insurance company. A hearing was had and examination was made by two physicians. Their reports showed no disability, and case was dismissed. Appealed to District Court. Later plaintiff accepted the last week's compensation, executed final receipt, and the case was closed.

**3-101: Belle Thompson vs. Dresher Brothers, Omaha.**

(Insurance carrier: Maryland Casualty Company.)

On March 10, 1920, while in the employ of defendant company as a fur worker, plaintiff slipped and fell, injuring her right knee. A hearing was had on July 30, 1920, and compensation was allowed for 21½ weeks at \$12.00 each week, together with medical and hospital expenses.

**3-102: Benjamin H. Winans vs. Hebb Motor Company, Lincoln.**

(Insurance carrier: London Guarantee & Accident Company.)

On December 16, 1919, while in the employ of defendant company as a tester, plaintiff injured his back. A hearing was had July 21, 1920, and compensation was allowed for a period of 6 weeks at \$15.00 each week, together with medical and hospital expenses.

**3-103: George Bergen vs. Fremont Milling Company, Fremont.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On June 16, 1920, while in the employ of defendant company as a laborer, a crow bar which plaintiff was using to open a car door, bent and caused him to fall violently to the ground, injuring his right shoulder. Previous to setting a hearing day, plaintiff agreed to a settlement in accordance with the provisions of the Nebraska Workmen's Compensation Law, and the case was dismissed.

**3-104: Catherine Ryan vs. J. L. Brandeis & Sons, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On May 20, 1920, while in the employ of J. L. Brandeis & Sons as a saleslady, plaintiff met with an accident by being struck by a stick on which a carpet was rolled, injuring her thigh. Compensation was paid from May 28 to June 17, 1920. A hearing was had on September 3, 1920, and compensation was allowed for a period of four weeks after June 17 at \$12.00 each week, together with medical and hospital expenses.

**3-105: Irene Miller vs. William Jacobberger, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On March 17, 1920, while in the employ of defendant as a grocery clerk, plaintiff injured herself by lifting a bag of sugar, causing a strangulation of the intestines. A hearing was had on July 9, 1920, and compensation was allowed for 15 weeks at \$10.00 each week, together with medical and hospital expenses.

**3-106: Frank Swoboda vs. Ford Motor Company, Omaha.**

(Insurance carrier: Travelers Insurance Company.)

On May 29, 1920, while in the employ of defendant company as an order filler in the service stock room, plaintiff alleged that he suffered a strain which resulted in a hernia. A hearing was had on September 10, 1920. The Commissioner found that the accident complained of by

the plaintiff was not fully substantiated by the evidence introduced and dismissed the case.

**3-107: J. P. Burnette vs. Nebraska Cement Company, Superior.**

Pending.

**3-108: Irene Murphy vs. City of Omaha.**

Pending.

**3-109: James E. Holaday vs. C. W. Swingle & Company, Lincoln.**

(Insurance carrier: Georgia Casualty Company.)

On February 28, 1919, while in the employ of defendant company as assistant manager, plaintiff fell down an elevator shaft, sustaining three breaks in the left hip, an injury to the pelvis bone, and left arm broken. Compensation was paid for temporary disability and a petition was filed to have a hearing to determine the permanent disability. A hearing was had on October 1, 1920, and compensation was allowed for 67½ weeks at \$12.00 each week, in addition to what had already been paid during temporary disability. Appealed to District Court.

**3-110: Charles E. Richardson vs. E. E. Howell & Son, Omaha.**

On June 12, 1920, while in the employ of defendants as a teamster, plaintiff was jacking up the roof of a shed, when the jack kicked and struck plaintiff on the leg, bruising it below the knee. A hearing was had on September 25, 1920, and compensation was allowed for disability from June 21 to 23, inclusive, being \$7.50; \$3.00 medical expense and the fifty per cent penalty for delayed payments, being \$3.75. Total, \$14.25.

**3-111: Rose Bernstein vs. George Petros, Omaha.**

(Insurance carrier: Employers Liability Co.)

On June 20, 1920, while in the employ of defendant as a serving girl, plaintiff fell through a trap door from the first floor to the basement causing hip bones and muscles to be bruised and straining muscles and tendons. Before a hearing day was set plaintiff filed a motion to dismiss action for the reason that defendant was paying the compensation according to law.

**3-112: George Hoffman vs. City of Hastings.**

On March 3, 1920, while in the employ of defendant, City of Hastings, as a fireman at the city water works, plaintiff alleged that he suffered a broken leg in an automobile accident while going home from work in a fellow employe's automobile. A hearing was had October 12, 1920, and compensation was denied because injury was not received in the course of employment.

**3-113: M. A. Matter vs. Beatrice Creamery Company, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On or about June 26, 1920, while in the employ of defendant company as a floorman, plaintiff suffered an injury. A hearing was had on September 8, 1920, and compensation was allowed for a period of 10 weeks at \$15.00 each week, together with medical and hospital expenses. Appealed to District Court. The case was later dismissed, the defendant complying with Commissioner's award.

**3-114: Frederick L. Ferguson vs. J. B. Watts Construction Company, Red Cloud.**

(Insurance carrier: General Accident Company.)

On March 29, 1920, while in the employ of defendant company in construction work, plaintiff suffered an accident when some oil and steam from a leaking lubricator lodged in his left eye, rendering plaintiff unable to perform his work. Prior to setting a date for hearing, plaintiff executed a final settlement receipt for compensation in accordance with the law. The case was dismissed.

**3-115: Robert Benfer vs. J. R. Tritt, Kimball.**

On August 12, 1920, while in the employ of defendant as a carpenter, plaintiff sustained an injury while working a wabble saw, which severed the index finger of his right hand and also lost seventy-five per cent of the use of the second finger of the same hand. On September 29, 1920, a hearing was had and compensation was allowed for 57½ weeks at \$15.00 each week, or a total of \$862.50, together with medical and hospital expenses. (This workman's attorney settled the case for \$700.00 and retained \$350.00 for attorney's fees. The Department wired the injured man in Cheyenne that the settlement was illegal and void, and to return the check, but nothing was heard from him.)

**3-116: Rex Tollman vs. Foundation Company, Dawes County, Nebraska.**

(Insurance carrier: United States Fidelity & Guaranty Company.)

On December 30, 1919, while in the employ of defendant company as a laborer, a side board from a wagon, on being run over by a wheel, flew back striking plaintiff on left foot causing disability. Prior to a hearing day being set, the Department adjusted the matter by mail. Plaintiff was paid all he prayed for. The case was dismissed.

**3-117: Frank E. Grange vs. W. L. Masterman & Company.**

(Insurance carrier: Standard Accident Company.)

On December 1, 1919, while in the employ of defendant company as a roaster in the coffee roasting department, plaintiff suffered an internal lesion hernia, due to strain from heavy lifting. A hearing was had on September 11, 1920. Plaintiff was ordered to submit himself to surgical treatment, furnished and paid for by the defendant, in an effort to restore him to his former normal physical condition, and was allowed compensation in the sum of \$13.32 each week during disability. Appealed to District Court. The Commissioner's decision was reversed.

**3-118: Max Garcia vs. National Roofing Company, Kansas City.**

(Insurance carrier: Travelers Insurance Company)

On September 26, 1919, while in the employ of defendant company as a laborer and while helping to move a machine, the bones in plaintiff's left arm were broken in three different places. Prior to setting a date of hearing the defendant filed a special appearance alleging that the plaintiff was employed for work exclusively in the state of Iowa. Request for dismissal was filed by plaintiff September 20, 1920. The case was dismissed.

**3-119: Ralph Seabright vs. C. U. Fransen, Ong.**

On July 22, 1920, while in the employ of defendant as a carpenter, plaintiff put his hand on a saw and lost one-half of the index finger of

his right hand. A hearing was had on October 9, 1920, and compensation allowed for the loss of index finger, or 35 weeks at \$15.00 each week, together with medical and hospital expenses. Appealed to District Court, but later the Commissioner's award was complied with.

**3-120: Robert G. Hall vs. Germantown State Bank, Garland.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On December 18, 1919, while in the employ of defendant as a brick layer, plaintiff injured his arm in and about the elbow. A hearing was had on September 8, 1920, and compensation was allowed for 22½ weeks at \$15.00 each week, together with medical and hospital expenses. Appealed to District Court. The Commissioner's award was affirmed and in addition the plaintiff was allowed \$480.00 waiting time, costs, and \$100.00 attorney's fees.

**3-121: Jennie Rose vs. Peter Mehrens, Omaha.**

(Insurance carrier: Georgia Casualty Company)

On November 30, 1918, while in the employ of defendant as a waitress, plaintiff fell through a trap door and was injured in head and back. A petition was filed August 19, 1920, but on the day set for hearing, attorney for plaintiff filed a request with the Commissioner that the case be dismissed without prejudice. The case was dismissed.

**3-122: J. F. Smetanka, Counsul of Czechoslovak Republic in and for Douglas County, Nebraska, suing in behalf of Joseph Jurka and Marie Jurka, subjects of the Czechoslovak Republic vs. American Smelting & Refining Company.**

On June 7, 1920, Joseph Jurka, while in the employ of defendant company, was killed in the course of his employment. He was unmarried. His parents, Joseph Jurka and Marie Jurka, citizens of the Czechoslovak Republic, were dependent on him for support. A hearing was had and Commissioner allowed compensation for 350 weeks at \$3.71 each week, and \$150.00 burial benefit, as provided by law.

**3-123: Edward W. Bartholomew vs. Michael A. Knuffke and J. W. Reinmuth, Sidney.**

(Insurance carrier: Employers Liability Assurance Corporation.)

On July 9, 1920, while in the employ of defendants as a plasterer, plaintiff fell from a scaffolding in front of a building, sustaining a fracture of the skull and compound fracture of right arm. A hearing was had September 29, 1919, and compensation was allowed at \$15.00 each week from and after July 9, 1920, together with medical expenses as provided by law. Appealed to District Court.

**3-124: J. F. Rom vs. Hord Potash Company, Antioch.**

(Insurance carrier: Globe Indemnity Company.)

On October 7, 1919, while in the employ of defendant company as a stenographer, plaintiff suffered an injury by a barrel of oil toppling over and striking him on the hip, aggravating a hip trouble he had suffered from since he was six years old. A hearing was had on November 29, 1920, and compensation was allowed for 17 weeks at \$15.00 each week, together with \$76.00 medical expense, and fifty per cent penalty for deferred payments of compensation.

**3-125: Katherine Meng vs. Standard Bridge Company, Eustis.**

(Insurance carrier: London Guarantee & Accident Company.)

On October 11, 1919, while in the employ of defendant company as a concrete worker, Edward R. Meng, son of plaintiff, was accidentally killed. A hearing was had September 23, 1920, to determine the dependency of plaintiff. Compensation was allowed for \$1,032.10, as provided by law.

**3-126: Mrs. G. Clark vs. Morris & Company, Omaha.**

On July 22, 1920, while in the employ of defendant company as a meat trimmer, plaintiff met with an accident by becoming overheated and forced to go back into the chill room and check out on a time clock, contracting cardiac and lung trouble. A hearing was had on September 20, 1920, and compensation allowed for 2½ weeks at \$13.33 each week medical and hospital expenses. Appealed to District Court.

**3-127: Jack Branaugh vs. Ensign Omnibus & Transfer Company.**

Pending.

**3-128: Clyde Brown, minor, by Mrs. Cora Brown, his mother, vs. John Herrod, North Platte.**

On June 18, 1920, while in the employ of defendant, Clyde Brown aged 15 years, as delivery boy driving a truck, received severe cerebral concussion while driving said truck on above date. A hearing was had at North Platte on November 30, 1920, and compensation was allowed for a period of three weeks at \$12.00 each week, medical expenses, and the fifty per cent penalty for delayed payments. Appealed to District Court. Commissioner's award reversed.

**3-129: Walter Pelecki vs. Morris & Company, Omaha.**

Pending.

**3-130: J. C. Boone vs. J. E. Higgins, Schuyler.**

On August 14, 1920, while in the employ of defendant as a day laborer with a threshing crew, plaintiff slipped off a bundle wagon to the ground, injuring his knee. A hearing was had on October 14, 1920, and plaintiff was ordered to submit himself for medical treatment to be furnished and paid for by defendant in an effort to restore plaintiff to his former normal physical condition; also that compensation be paid at \$15.00 each week until such time as a further hearing is had. Appealed to District Court. Commissioner's award reversed.

**3-131: Sebastian Caniglia vs. City of Omaha.**

On June 24, 1920, while in the employ of defendant City of Omaha, as a laborer in the sewer department, plaintiff injured his shoulder while loading pipe on a truck. Subsequent to the filing of the petition and before petition was answered, parties at interest agreed upon a settlement in full satisfaction of the claim as set forth in the petition. The case was dismissed.

**3-132: George Spargo vs. Burford & Randolph, Lincoln.**

(Insurance carrier: London Guarantee & Accident Company.)

On May 5, 1920, while in the employ of defendants as a laborer and teamster, plaintiff injured his right shin. Subsequent to filing petition and answer, and previous to a hearing day being set, plaintiff executed

a final settlement receipt showing full settlement and satisfaction of all claims arising out of the injury sustained by him. The case was dismissed.

**3-133: United States Fidelity & Guaranty Company vs. Ocean Accident & Guarantee Corporation; General Accident Fire & Life Assurance Corporation; and Mary E. South, Lincoln.**

Pending.

**3-134: Lucy L. Dahlman vs. Burgess-Nash Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On September 14, 1919, while in the employ of defendant company as a clerk in the corset department, plaintiff injured her foot on the sheet iron binding which projected over the front edge of the steps leading to the basement, cutting the upper part of the foot. A hearing was had on October 23, 1920. It was ordered that plaintiff submit herself to medical treatment to be furnished and paid for by defendant in an effort to restore plaintiff to her former normal physical condition. It was further ordered that compensation be continued at \$8.00 each week, beginning at the date of last payment, and continuing until disability ends, or until such time as a further hearing is had to determine disability, if such there be.

**3-135: Edward M. Lindsay vs. Swift & Company, Lincoln.**

On August 12, 1919, while in the employ of defendant company, as a butter cutter and other work about the plant, plaintiff met with an accident causing severe burns from boiling buttermilk. Compensation was paid for a period of 52 weeks, when a petition was filed to obtain a hearing to determine whether or not plaintiff was entitled to further compensation. A hearing was had on October 20, 1920, and it was decreed that plaintiff be allowed compensation at the rate of \$15.00 each week for a period of 12 weeks, to begin on date of award. At the expiration of 12 weeks from date of award, another hearing may be had and a final determination made of the case.

**3-136: Leota Allen vs. The Famous Mercantile Company, Lincoln.**

(Insurance carrier: London Guarantee & Accident Company.)

On November 19, 1919, while in the employ of defendant company as a clerk and while returning in an automobile from an errand upon which she was sent by defendant, plaintiff met with an accident, resulting in numerous cuts on her hand and face, fracture of the right clavicle, and nervous shock. A hearing was had on October 20, 1920, and the Commissioner found her injury was caused by negligence of a third party, and that a larger sum was recovered by plaintiff in damages from third party than would have been allowed under the compensation law. The case was dismissed.

**3-137: Jose Navarro, and Antonio Navarro, minors, by Louisa Navarro, their mother and next friend; and Louisa Navarro vs. Nebraska Cement Company, Superior.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On May 20, 1920, while in the employ of defendant company, Jesus Navarro, husband of plaintiff, as an oiler, suffered an accident in which his clothing was caught in the machinery, inflicting injuries that resulted in immediate death. Petition was filed and hearing had on

October 9, 1920, to determine dependency of plaintiff. The Commissioner allowed compensation for 350 weeks at \$15.00 each week, together with \$112.00 burial benefit, and medical expenses.

**3-138: Alonzo D. Baitey vs. R. A. Heacock Company, Falls City.**

Pending.

**3-139: William W. Weaver vs. City of Omaha.**

On August 2, 1919, while in the employ of defendant City of Omaha as a blacksmith in the park department, plaintiff injured the middle finger of his left hand. On November 11, 1920, a hearing was had and testimony of doctors taken. The Commissioner found that plaintiff had been fully compensated for his injury. The case was dismissed.

**3-140: Louis O. Medly vs. Condon & Bolen, Omaha.**

Pending.

**3-141: Philippe Martin vs. Armour & Company, Omaha.**

On July 14, 1920, while plaintiff was in the employ of defendant company as a laborer in the glue department, a piece of glue struck him in the eye inflicting an injury. A hearing was had on October 29, 1920, and December 11, 1920, and compensation was allowed for 20 weeks at \$15.00 each week for loss of per cent of vision of the eye, in addition to what had already been paid during disability.

**3-142: J. O. Elmquist vs. Stiles Construction Company, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On November 25, 1919, while in the employ of defendant company as a stone setter, plaintiff suffered an accident by having both legs broken by a falling stone. Compensation was paid for 44 weeks. A hearing was had on October 23, 1920, and further compensation of 37½ weeks at \$15.00 each week, in addition to what had already been paid, was allowed. Appealed to District Court.

**3-143: Lenor Welch vs. P. H. Bush, Lincoln.**

(Insurance carrier: Travelers Insurance Company.)

On September 30, 1919, while in the employ of defendant as a cement worker and laborer, plaintiff injured the large toe of one foot while carrying a safe up stairs. Later the foot was amputated back to the heel. Subsequently plaintiff died as a result of said injury. On October 28, 1920, a hearing was had and compensation was allowed for 350 weeks at \$15.00 each week from and after date of accident; \$150.00 burial benefit; medical and hospital expenses. Appealed to District Court. The Commissioner's award was affirmed, and \$200.00 attorney's fees were allowed in addition.

**3-144: J. G. Anthony vs. R. E. Richardson and E. A. Gehrke, Lincoln.**

On August 16, 1920, while in the employ of defendants as a carpenter, plaintiff suffered an accident resulting in broken arm, and fractured leg. A hearing was had on November 8, 1920, and compensation was allowed for a period of 95 weeks at \$15.00 each week from August 16, 1920, the same being for fifty per cent of the loss of the use of the left hand, and five per cent of the loss of the use of the left foot; medical and hospital expenses, and fifty per cent penalty for delinquent payments of compensation. Appealed to District Court. District Court allowed \$689.00.

**3-145: Albert Stawniak vs. Cudahy Packing Company, Omaha.**

On October 15, 1919, while in the employ of defendant company as a laborer in the sweet pickle department, plaintiff alleged that he suffered disability caused by brine entering a scratch on his hand. A hearing was had October 12, 1920, and it was found that plaintiff's disability was from natural causes and not from an accident. The case was dismissed.

**3-146: Earl Thomas, minor, by Arthur Thomas, his father and next friend, vs H. P. Lau, Fremont.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On August 11, 1920, while in the employ of defendant company as a laborer, plaintiff strained himself lifting sacks of sugar, causing disability. A hearing was had on December 2, 1920, and compensation was allowed for a period of two weeks at \$14.17 each week, together with medical expenses of \$10.50.

**3-147: Brandies Investment Company vs. Hazel Hoden.**

Pending.

**3-148: Edward L. Simon vs. H. J. Cathroe Company, Lincoln.**

(Insurance carrier: London Guarantee & Accident Company.)

Plaintiff alleges that he has never been able to follow his trade as a bricklayer, nor to perform other manual labor since January 15, 1915, the date of his injury, and in all probability never will be able to work. A hearing was had December 13, 1920. Defendant requested plaintiff to submit to an examination by Dr. Brown and Dr. Dishong of Omaha at defendants expense. Plaintiff refused to go to Omaha on account of his present physical condition, and refused to go even though a physician examining him at this time pronounces him able to do so. Commissioner finds that plaintiff should comply with defendant's request, and that because of such refusal on the part of plaintiff, his application is hereby dismissed.

**3-149: Laura Stillmock vs. Skinner Packing Company, Omaha.**

Pending.

**3-150: Mrs. Barbara Keller, mother of Charles Roesky, deceased, vs. City of Omaha.**

On May 29, 1920, while in the employ of defendant city of Omaha as a fireman, Charles Roesky, son of plaintiff, suffered an accident which resulted in his death the next day. A hearing was had on November 12, 1920, and compensation was allowed plaintiff for partial dependency for 350 weeks at \$6.00 each week, together with \$150.00 burial benefit.

**3-151: Charles Austin vs. Cushman Motor Works, Lincoln.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On May 17, 1919, while employed by defendant company cleaning castings in the grinding room, plaintiff severely injured the back of his hand, tearing the ligaments. Compensation was paid and later a petition was filed to have a hearing to determine disability. Prior to setting a day for hearing, the parties at interest agreed upon a settlement. Plaintiff executed final receipt in full satisfaction of all claims, in accordance with the compensation law. The case was dismissed.

**3-152: Partridge-Thompson Company vs. Henry Miller, Omaha.**

(Insurance carrier: Georgia Casualty Company.)

On March 20, 1920, while in the employ of Partridge-Thompson Company in Omaha as a steam shovel operator, defendant met with an accident, fracturing the pelvis. Previous to a date for hearing being set, a settlement was reached and compensation paid in accordance with the disability determined by the surgeons. The case was dismissed.

**3-153: Veronica Trnka vs. National Stone Company, Louisville.**

(Insurance carrier: Ocean Accident & Guarantee Corporation.)

On September 7, 1920, Stephen Trnka, husband of plaintiff, while in the employ of defendant company as a laborer, sustained an injury which resulted in his death on September 11, 1920. A hearing was had on October 16, 1920. Compensation was allowed for 350 weeks at \$15.00 each week; \$150.00 burial expenses, together with medical and hospital expenses.

**3-154: Joe Garcia vs. Armour & Company, Omaha.**

On September 18, 1919, while in the employ of defendant company as a laborer around tanks, plaintiff received an injury to his arm, the muscles and nerves being injured, the fingers of his hand numbed and power of grip in hand lost. A hearing was had on October 16, 1920. Compensation was allowed for 35 weeks at \$15.00 each week, together with medical and hospital expenses.

**3-155: Henry Michel vs. Cudahy Packing Company, Omaha.**

On July 31, 1920, while in the employ of defendant company as a janitor, plaintiff wrenched his back by lifting a heavy iron plate, and sustained a hernia as the result of heavy work in the sausage room. A hearing was had on November 19, 1920, and compensation was allowed for a period of 11 weeks at \$15.00 each week. It was further ordered that plaintiff submit himself for surgical treatment for hernia in an effort to restore him to his former normal condition, and that he shall receive compensation while disabled as a result of such treatment, in addition to the 11 weeks compensation as above stated. Appealed to District Court.

**3-156: Charles A. Brayton vs. Fremont Foundry & Machine Company, Fremont.**

(Insurance carrier: Integrity Mutual Casualty Company.)

On October 28, 1919, while plaintiff was in the employ of defendant company as an iron moulder, the molten iron spluttered and a drop thereof hit his right eye, injuring the same by lacerating, burning and bruising it. Before a hearing date was set, parties interested agreed to a settlement. The case was dismissed.

**3-157: Paul H. Cole vs. Nebraska Printing Company, Lincoln.**

Pending.

**3-158: Madge L. Feder vs. W. J. Assenmacher Company, Lincoln.**

Pending.

**3-159: Jess McCleese vs. Kritenbrink & Son, Omaha.**

(Insurance carrier: London Guarantee & Accident Company.)

On April 3, 1920, while in the employ of defendants, plaintiff alleged he was gassed from the fumes of a brick burner. A hearing was had on November 26, 1920, and the Commissioner found from the evidence that plaintiff's disability was not the result of an accident, but rather to natural causes. The case was dismissed.

**3-160: Roy McGinnis, by Calvin B. McGinnis, his father and next friend vs. Cudahy Packing Company, Omaha.**

Pending.

**3-161: William C. Fritz vs. Vaughen Construction Company, Omaha.**

Pending.

**3-162: Charlie Cathery vs. Swift & Company, Omaha.**

Pending.

**3-163: Mollie Wagoner vs. Smith & Chambers, Broken Bow.**

(Insurance carrier: Globe Indemnity Company.)

On September 28, 1920, while in the employ of defendants as a laborer, plaintiff was fatally injured by the dirt on each side of the ditch he was working in caving in on him. Defendants admitted liability under the law and at once began the payments of compensation according to law. The case was dismissed.

**3-164: Serena C. Glenn vs. Smith & Chambers, Broken Bow.**

(Insurance carrier: Globe Indemnity Company.)

On September 28, 1920, while in the employ of defendants as a laborer, plaintiff was fatally injured by the dirt on each side of the ditch he was working in caving in on him. Defendants admitted liability under the law and at once began the payments of compensation according to law. The case was dismissed.

**3-165: Lincoln Sanatorium vs. Boyd Tucker, Lincoln.**

Dismissed.

**3-166: Willis E. Phillips vs. George Gorges, Sub-contractor, and Hugh Murphy Construction Company, Fremont.**

Pending.

**3-167: S. W. Brown vs. Cudahy Packing Company, Omaha.**

Pending.

**3-168: Nye-Schneider-Fowler Company vs. E. L. Foster, Lynch.**

On February 26, 1919, while in the employ of plaintiff company, defendant, as a laborer, received personal injuries by falling from a platform striking his shoulder on a railroad rail. His collar bone was broken. A hearing was had December 2, 1920, and compensation was allowed for a period of 160 weeks at \$10.00 each week, in addition to the sum already paid defendant, medical and hospital expenses, together with the fifty per cent penalty for deferred payments of compensation.

## THE PERRY CASE

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The Compensation Department of the state won its most important and far-reaching case before the Supreme Court in October 1920.

Briefly stated, the case is as follows: John E. Perry was injured on June 20, 1918, while employed by the Huffman Automobile Company. The accident was reported to the department and compensation was paid for 12 weeks. Payments were then denied by the insurance company for nine months. Then a petition was filed before the Compensation Commissioner for a hearing. Before a hearing was had Perry's attorney and the insurance company's adjuster agreed to settle the case for \$500. Perry accepted the settlement, but when the final receipt was filed with the Compensation Department, approval was denied.

The Compensation Department then went before the district judge who approved the settlement and asked that it be set aside to allow the Compensation Commissioner to determine the disability as provided by law.

When the case came before the judge there were four lawyers present, including the injured man's attorney, to prevent the judge from setting aside the alleged settlement.

The judge refused to set aside the settlement.

Then the case was taken to Attorney A. H. Bigelow to fight out in the courts. The District Court refused to reconsider the case and it was appealed to the Supreme Court. The Supreme Court decided against Mr. Bigelow, Mr. Perry and the Compensation Department.

A motion was later made for a rehearing and granted. Then the Supreme Court handed down the following decision which sustained every point maintained by the Compensation Department:

John E. Perry, Appellant,

versus

W. L. Huffman Automobile Co., Appellee.

No. 21,298.

1. In entering into an agreement under the workmen's compensation act to discharge the employer from all liability for a permanent disability of the employee upon payment of a lump sum in lieu of periodical payments, the parties are not at liberty to make a settlement at variance with statutory terms; and ascertainment of the amounts of compensation payable periodically under the law is a prerequisite to a contract for commutation. Laws 1917, ch. 85, sec. 16, amending sec. 3681, Rev. St. 1913.

2. In the approval of a commutation of an employee's compensation from periodical payments to payment in gross, the public has

an interest which it is the duty of the court to protect without regard to the wishes of the parties.

3. The workmen's compensation act does not contemplate the payment of large sums of money to improvident employees or dependents who may lose it and become a charge on the public, but as a general rule requires employers to pay injured employees compensation in small periodical payments at short intervals.

4. Under the workmen's compensation act, in cases of death or permanent disability, commutation or payment in a lump sum by approved agreement is a departure from the general rule and should only be sanctioned upon the statutory terms relating to the exception.

5: Under the workmen's compensation act the nature and the extent of the injury are material inquiries upon an application for the approval of an agreed commutation from periodical payments to a lump sum for a permanent disability.

6. The authority to approve a commutation from periodical payments to the payment of a gross sum for a permanent disability has been committed by the workmen's compensation act to the district court but the settlement should be submitted to the compensation commissioner for his approval before the district court is asked to approve the commutation.

Rose, J.

This is a proceeding under the workmen's compensation act. Plaintiff fell from a ladder June 20, 1918, and broke two bones in his left ankle, while performing the duties of a carpenter in the employ of defendant for \$18.00 a week. The injury resulted in "a permanent partial loss" of the use of a foot within the meaning of the statute and plaintiff is entitled to compensation accordingly. Laws 1917, ch. 85, sec. 7. Defendant paid and plaintiff received regular weekly payments of \$12 for 12 weeks, amounting to \$144. Afterward the parties agreed to settle plaintiff's entire claims for the lump sum of \$500. This settlement was presented to district court for Douglas county and it was approved July 10, 1919. Defendant was directed to pay plaintiff the unpaid balance of \$356 in full satisfaction of the latter's claim for compensation and that sum was so paid and accepted. At the same term of court, August 30, 1919, plaintiff filed a motion to vacate the settlement on the grounds, among others, that he did not receive the full compensation allowed by law, that the amount due him had not been determined by either the compensation commissioner or the district court and that the commutation as approved was unauthorized. Upon a hearing of this motion on its merits it was overruled October 4, 1919. Plaintiff appealed. The review here resulted in the opinion that the district court did not err in overruling plaintiff's motion to vacate the judgment approving the settlement. *Perry v. W. L. Huffman Automobile Co.*, 175 N. W. 1021. A rehearing was granted and the case has been re-argued.

Did the district court err in overruling the motion to vacate the settlement? In approving the agreement did the trial court require the parties to comply with the statute under which both sought relief or protection?

In entering into an agreement to discharge the employer from all liability for a permanent disability of the employee upon payment of a lump sum in lieu of periodical payments, the parties are not at liberty to make settlements at variance with statutory terms; and ascertainment of the amounts of compensation payable periodically under the law, is a prerequisite to a contract for commutation. Laws 1917, ch. 85, sec. 16, amending sec. 3681, Rev. St. 1913.

In the approval of a commutation of an employee's compensation from periodical payments to a payment in gross, the public has an interest which it is the duty of the court to protect without regard to the wishes of the parties. The act creates new remedies and new liabilities. The manner in which it operates is found in the legislation itself. Its remedies, if invoked, interfere more or less with the freedom of contract and must be applied on the terms granted.

The workmen's compensation act does not contemplate the payment of large sums of money to improvident employees or dependents who may lose it and become a charge on the public. To prevent injured employees and dependents from squandering or losing their means of support, the legislature on grounds of public policy, has adopted the system of requiring employers to pay compensation for injuries in small periodical payments at short intervals for a definite period.

Commutation or payment in a lump sum by approved agreement of the parties is a departure from the general rule and should only be sanctioned upon compliance with the statutory terms relating to the exception.

Facts disclosing compliance with the provisions governing the exception are subjects of inquiry on the hearing of every application for the approval of a lump sum in lieu of periodical payments. In the present case some of the facts essential to a compliance with the exception were not before the trial court when the settlement was approved. Evidence from which the nature and the extent of the injury could be determined was wanting. The settlement had not been presented to or approved by the compensation commissioner. Without accurate knowledge of the nature and the extent of the injury the compensation to which plaintiff is entitled is unknown and compensation based on the injury is a material factor in the approval of an agreement for commutation. "The probable future payments, capitalized at their present value upon the basis of interest calculated at five per centum per annum with annual rests," is the statutory method of determining the lump sum payable in lieu of periodical payments. Laws 1917, ch. 86, sec. 16. There is no other standard for commutation. Any method reducing the compensation thus

ascertained is unauthorized as a basis for the approval of a settlement. The workmen's compensation act as amended in 1917 contains the following provisions

"The amounts of compensation payable periodically under the law, by agreement of the parties with the approval of the Compensation Commissioner, may be commuted to one or more lump sum payments, except compensation due for death and permanent disability, which may be commuted only upon the order or decision of the district court. Provided, that where commutation is agreed upon, or ordered by the Court, the lump sum to be paid shall be fixed at an amount which will equal the total sum of the probable future payments capitalized at their present value upon the basis of interests calculated at five centum per annum with annual rests." Laws 1917, ch. 85, sec. 16.

"All disputed claims for compensation or for benefits under this article must be submitted to the Compensation Commissioner." Laws 1917, ch. 85, sec. 13.

"Reports of accidents and settlements shall be made in form and manner as prescribed and directed by the Compensation Commissioner." Laws 1917, ch. 85, sec. 20.

The compensation commissioner is charged with the duty of executing all provisions of the act. Laws 1917, ch. 85, sec. 27. Every claim for benefits may be presented to the compensation commissioner for adjudication and award. Laws 1917, ch. 85, sec. 29. A copy of all settlements must be filed with the compensation commissioner. Laws 1917, ch. 85, sec. 127.

While the authority to approve a lump sum for a permanent disability has been committed to the district court, it seems to have been the intention of the legislature, as disclosed by the entire act, to require the parties to submit their agreement to the compensation commissioner before asking the district court to approve the commutation.

In the commutation of plaintiff's compensation, therefore, there was a failure to comply with the workmen's compensation act. The amounts of compensation payable periodically under the law had not been ascertained. The settlement had not been presented to the compensation commissioner for examination and approval. The nature and the extent of the injury had not been shown. It follows that there was error in the overruling of the motion to vacate the judgment approving the settlement. In the further proceedings, however, defendant should be credited with the payments already made. The former opinion is modified to confirm to these views.

Reversed and remanded.

Day and Dean, J. J. not sitting.

## **PART II**

### **DEPARTMENT OF LABOR**

#### **SAFETY APPLIANCES**

It is gratifying to note more machinery guards have been installed during the past two years than ever before in the history of the "Safety First" movement. The reason for this is not altogether a desire on the part of the employer to comply with the laws governing same, but more so from a humanitarian point of view, and the "merit rating" they receive on their compensation insurance.

Proper factory illumination is also beginning to receive a great deal of attention. A saving of the eyes of the workmen reduces fatigue, thereby stimulating production.

According to statistics gathered by insurance carriers, proper illumination reduces factory accidents from fifteen to twenty per cent.

##### **CUT NO. 1**

Cut No. 1, shows machinery guarded to standard. Note how completely all moving parts are protected with proper guards, making it impossible for workmen to come in contact with belts and gearing. Lamps used are 150 W. with proper reflectors.

##### **CUT NO. 2**

Same as Cut No. 1, taken from the other side of machines, showing over head guards properly placed to protect workmen from the breaking of belts while in motion.

##### **CUT NO. 3**

Cut No. 3, shows a standard freight elevator enclosure with internal controlled door locks. Doors cannot be opened from the outside. Fronts are enclosed all the way up. Inside has proper toe guards. The tops of shaftways are protected with heavy wire screening as well as the tops of the cages. This firm has not had a serious elevator accident since these installments were made several years ago.

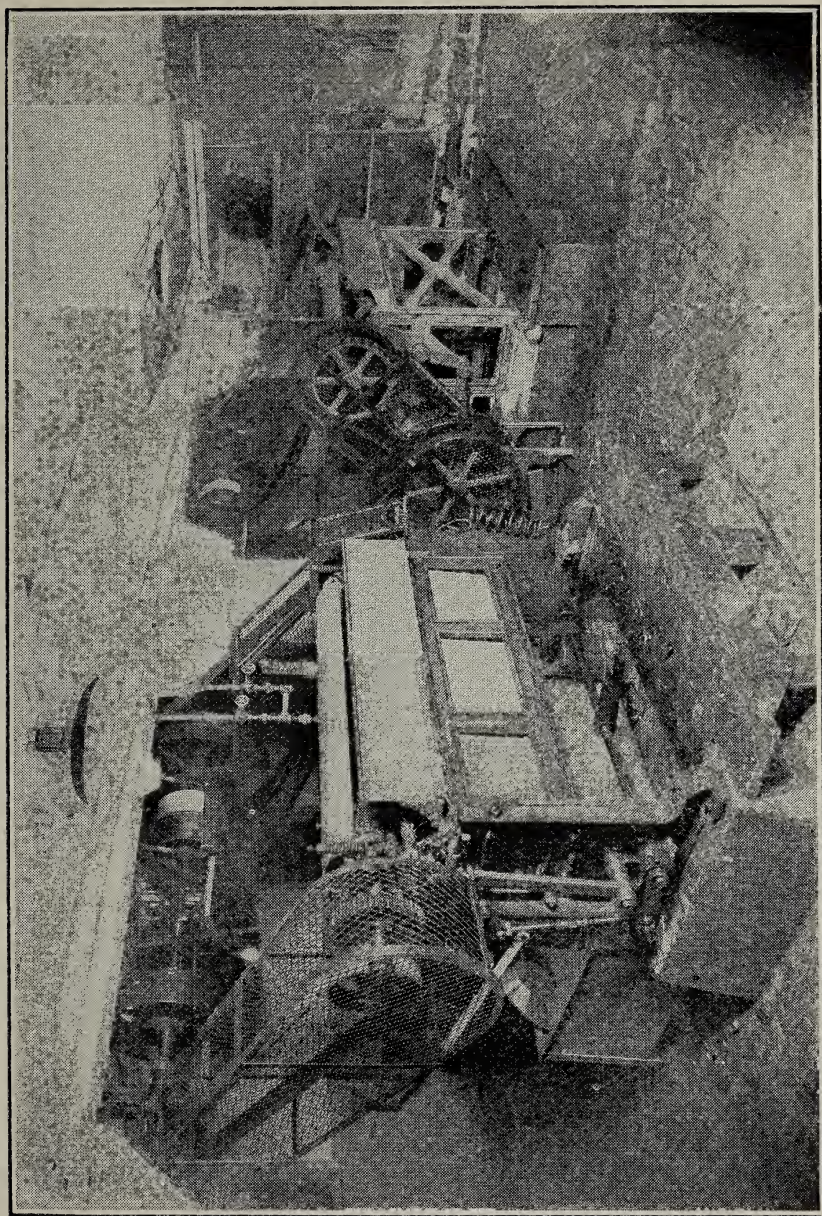
##### **CUT NO. 4**

Cut No. 4, shows a condition still found in a number of factories where the safety work has been neglected. This class of gates

should only be used on the bottom floors, as the space between the gate and the floor is large enough to permit merchandise falling off trucks to slide under gate and drop down the shaftway. Where this gate is used it should be between 10 and 12 inches back from the edge of the shaftway to prevent anyone from looking over the gate and sticking their heads into the shaftway. Where gate is placed close to shaftway it must be five foot 6 inches in height, and the space between bottom of gate and floor should not be more than two inches.

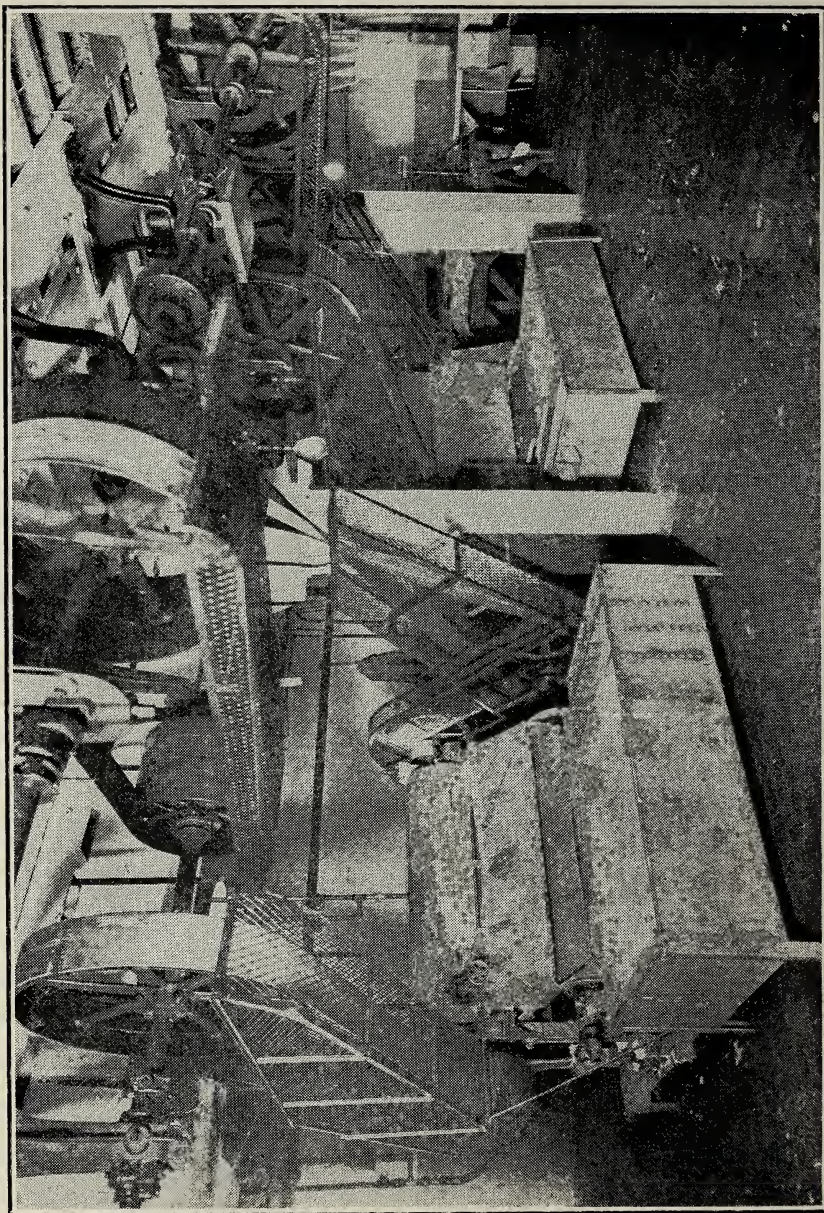
#### CUT NO. 5

Cut No. 5, is a condition still found in a few places. It shows an elevator shaftway with little or no protection to the workmen. In describing an accident that occurred in the plant where this picture was secured, the editor of the house organ called attention to the fact that the wire netting over the cage saved the operator from serious injury when a truck was pushed into the hatchway through a closed "gate." He did not say, however, what would have happened had the load dropped four or five stories or had the truck been loaded with heavy iron trolley-hooks used in that department. This kind of a gate is a menace and should not be tolerated by any employer.



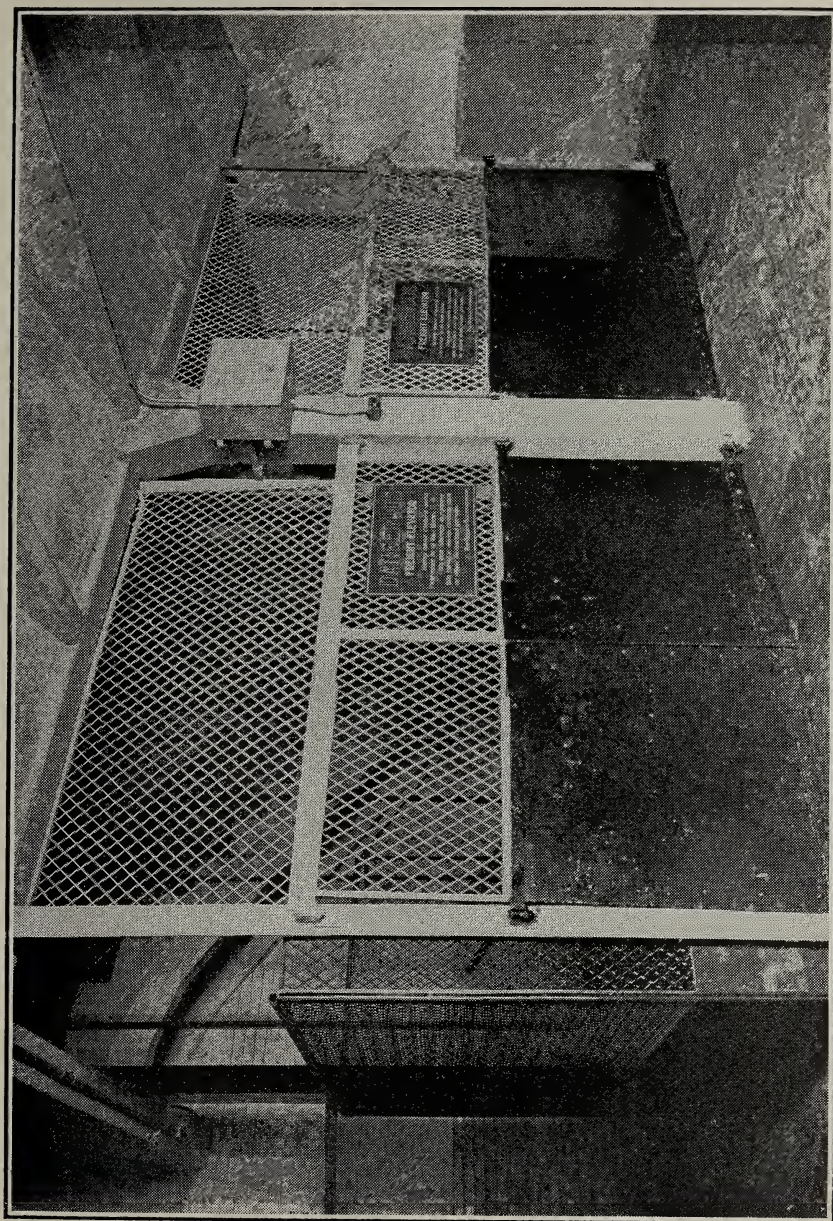
CUT NO. 1

Courtesy Swift & Company, Omaha.



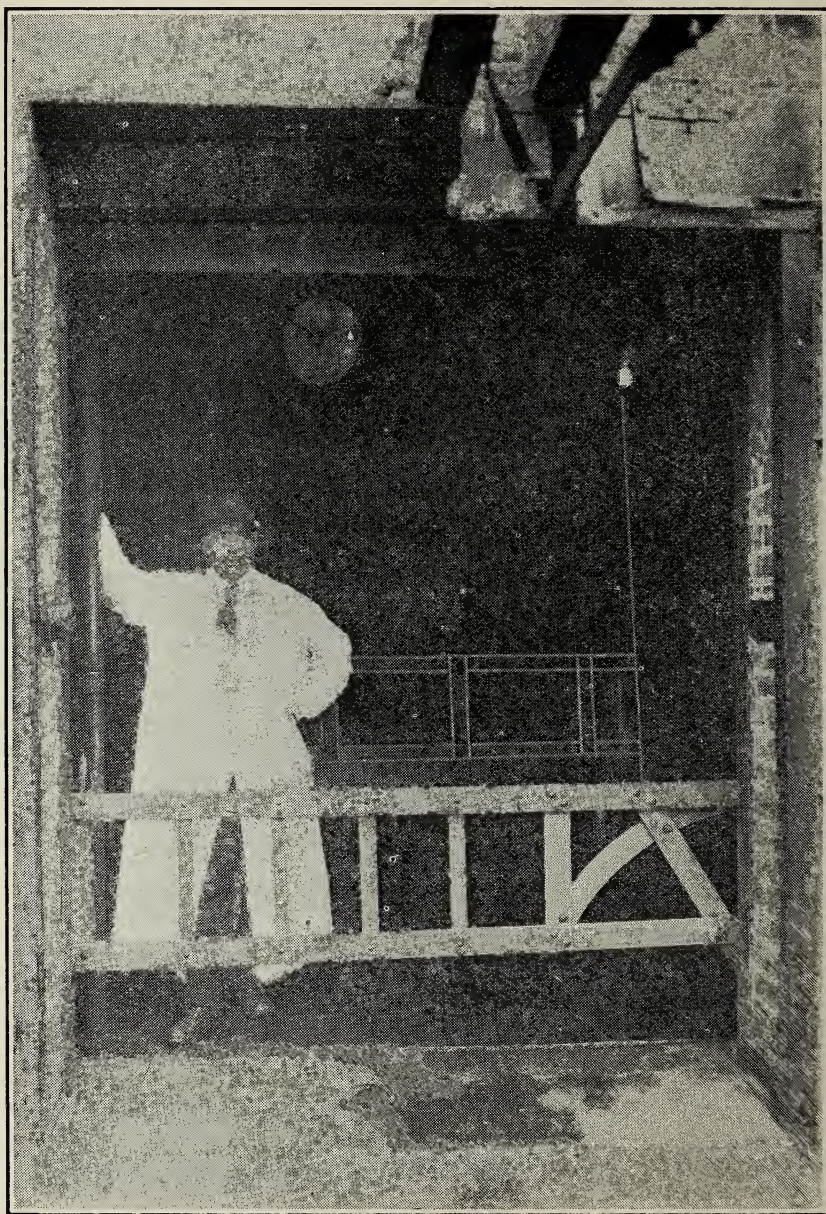
CUT NO. 2

Courtesy Swift &amp; Company, Omaha.

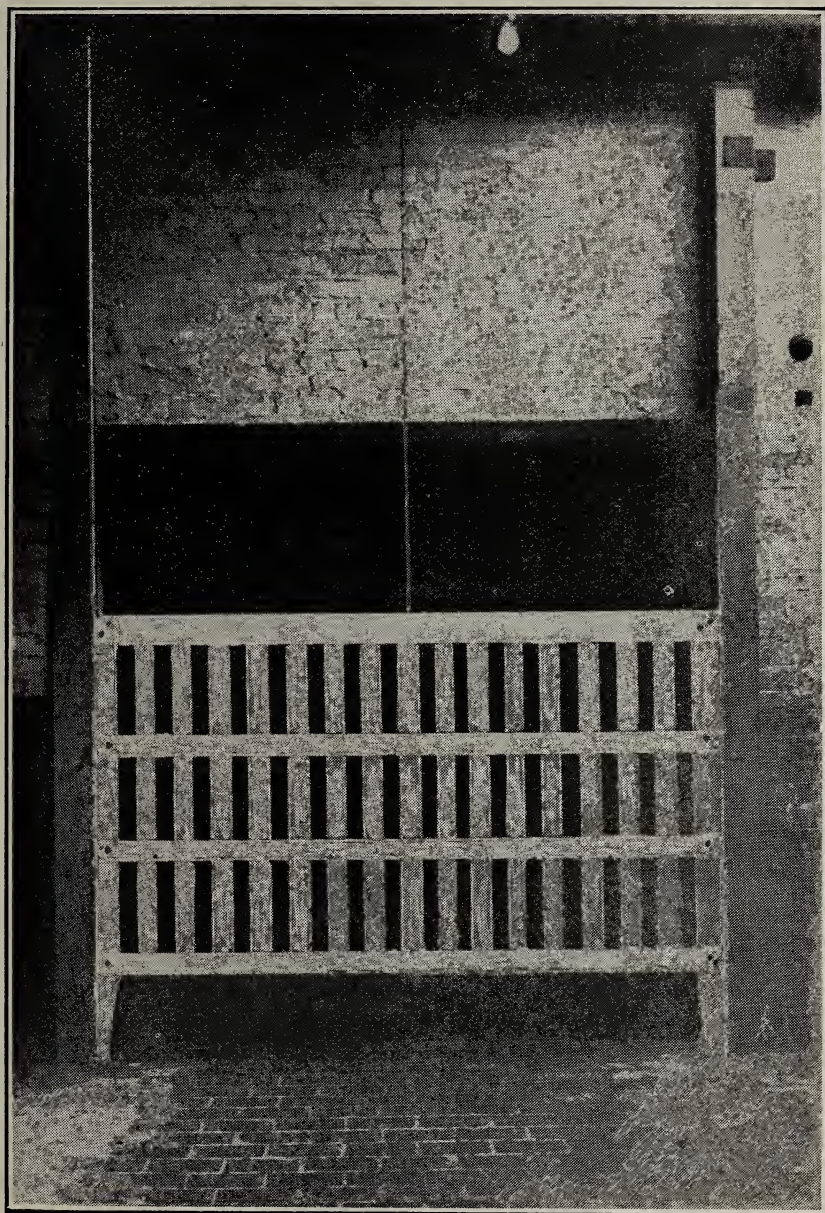


CUT NO. 3

Courtesy Swift & Company, Omaha.



CUT NO. 4



CUT NO. 5

## FACTORY INSPECTIONS

During the biennium forty-eight institutions were inspected, including the packing houses at Omaha, Lincoln, and Nebraska City.

When the Secretary of Labor was called upon to decide whether the Factory Inspector should devote all of his time to inspecting factories or to divide it between the compensation and factory inspection work, he did not stutter in making a decision. Early in 1919 it soon became apparent that the care of victims of industrial accidents under the Compensation Law would take up almost every hour of all the employes of the department. The results as shown in the Compensation Department report is the only excuse we offer for slighting the factory inspection work.

## FEMALE LABOR LAW

There has been a general compliance with the provisions of the Female Labor Law.

There were sixteen arrests made for violations of law; thirteen convictions and three acquittals.

## CHILD LABOR LAW

There were 2,705 Age and School Certificates received. Eleven arrests were made for violations of law, and all were convicted.

## STRIKES 1919

### BOILER MAKERS.

May 16, 1919, the members of the Boiler Makers Union in the city of Omaha, employed by the Drake-Williams-Mount Company and C. G. Johnson Boiler Company, went on strike to increase their wages from forty-five to sixty-five cents per hour to a minimum of eighty-five cents per hour, and a closed shop. After being out about eight weeks the Drake-Williams-Mount Company entered into an agreement with their employes by paying the increase demanded and taking back the men on strike. Later the men went back to work for the C. G. Johnson Company under conditions satisfactory to the organization. Ninety-six men were affected by this strike.

### BRICKLAYERS.

June 1, 1919, the members of Bricklayer Union No. 1 of Nebraska, at Omaha, demanded an increase in wage from eighty-seven and one-half cents per hour to one dollar per hour. Most of the builders granted the increase. June 27, 1919, the other employers conceded to the demands of the union. Forty men were affected by this strike.

### TEAMSTERS AND TRUCK DRIVERS.

On June 11, 1919, the Union Teamsters Local No. 211 went on strike to enforce an increase in their wages from twenty-one dollars

to thirty dollars per week, to twenty-three dollars to thirty-two dollars and fifty cents per week; also, a six day week with time and one-half for overtime. About twelve hundred teamsters and truck drivers were affected by this strike. A great many non-union drivers joined the strikers. The employers made a hard fight, importing about three hundred strike breakers to break the strike. August 15, 1919, the strike was declared off by the remaining members of the union—about one hundred men. The employers took back the men individually and not as members of the union, but granted the increase in wages asked for. The time and one-half for overtime demand was not granted. About six hundred dollars was received in the way donations from other unions in the city to aid the strikers, all of which was accounted for by officers of the Teamsters Union.

#### UNION STOCK YARDS EMPLOYEES.

July 15, 1919, about two hundred unorganized employes of the Union Stock Yards Company at Omaha went out on strike, demanding an increase in wages from eighty-five dollars to ninety-five dollars per month to a minimum of ninety-five dollars per month. After being out a few days they organized a local union and were chartered by the Amalgamated Meat Cutters and Butcher Workmen of North America. A demand was then made for an eight hour work day, and recognition of the union, in addition to the wage increase demanded. August 4, 1919, the local union declared the strike lost, and advised its members to return to work.

#### STATIONARY ENGINEERS LOCAL NO. 38.

August 27, 1919, the Stationary Engineers went on strike to enforce an increase in their wages from fifty to sixty-two and one-half cents per hour, to seventy-five and eighty-five cents per hour. Most of the employers met their demands. A few held out and about twenty of the members of the union were affected for some time, eventually finding employment with employers fair to their organization. The cost of this strike to the organization was about one thousand dollars. There was a loss in membership of four.

#### COOKS AND WAITERS.

On September 1, 1919, Cooks and Waiters Union No. 143 ordered its members on strike for recognition of the union and a closed shop. There was no wage scale demand. One hundred and fifty members were involved. It was without international sanction. On November 23, 1919, the strike was won. There were two hundred members in the union when the strike ended. The scale of wages before and after the strike was fifteen dollars per week, eight hours a day. Cost of the strike to the union was one thousand dollars. Financial assistance received from sister unions, one thousand, one hundred twenty-five dollars, all of which was accounted for by publication and letter.

## BUILDING LABORERS.

On September 16, 1919, Hod Carriers and Building Laborers Union of Omaha authorized eighty members to strike against working conditions, demanding that laborers be made foremen over the work being done by laborers, as against the old custom of having a skilled worker of some other craft serving as foreman. The demands of the union were granted on September 18th. International union sanction was not secured.

## TELEGRAPHERS

June 11, 1919, Telegraphers' Local No. 10 was ordered on strike by their international union to force recognition of the union and a closed shop. About 160 employes of the Postal Telegraph and the Western Union Telegraph companies were affected. July 6, 1919, the strike was declared lost and the members of the union instructed to return to work. \$635.25 was received from sister unions to aid the strikers.

## TAILORS

Local Union No. 92 of the Journeyman Tailors of North America at Omaha declared a strike June 1, 1920, about 150 men being affected. A demand for a \$30.00 minimum wage with extra pay for overtime, holidays and Sundays was made and conceded by the employers June 7, 1919.

## EGG CANDLERS

The unorganized egg candlers went on strike June 15, 1919, to enforce a wage demand of \$31.00 per week, and an 8 hour workday. Thirty men were affected. The strike was lost.

## MUSICIANS.

On September 1, 1920, Musicians Union of Omaha demanded an increase in wages for its members from thirty-five and fifty-two and one-half dollars per week to fifty-six and eighty-four dollars per week, with one-half hour less work each day. About fifty-five members were involved, affecting theaters only. After being out nine weeks, the union accepted an award by the Arbitration Board of fifty dollars per week minimum, and seventy-five dollars for leaders. No financial assistance was asked for or received from sister unions.

## PAINTERS AND DECORATORS.

On September 15, 1920, Painters and Decorators Union No. 109 ordered three hundred of its members on strike to enforce a demand for an increase in wages from one dollar to one dollar and twenty-five cents per hour. No other demands were made. No strike breakers were imported to take the places of the strikers. On November 1, 1920, the strike ended in a compromise wage scale of one dollar, twelve and one-half cents per hour. No strike benefits were paid

and no financial assistance was asked or received from other unions. The strike was endorsed by the international union officials. This union was organized in 1896 and has been in continuous existence since then.

#### NEWSPAPER PRINTERS.

On Thursday, December 2, 1920, between fifty-five and sixty printers employed on the Omaha Bee and World-Herald quit their work during a period of a few hours. Less than ten men remained to get the two papers out. On Saturday, December 4, officers at headquarters wired a demand on the local union that the men go back to work, as the strike, or quitting, was unauthorized and illegal. A special meeting of the union was held on Sunday, December 5, when a resolution was adopted instructing the men who quit to go back to work. The night men returned to work that evening and the day men the next morning. The reason given by the men for quitting was that they could not live on seven dollars a day. No effort was made by the publishers to fill the places of the men during the three days "strike" or "quit" or "vacation".

#### WAGE SCALES 1920

Following were the established wages per hour in the building trades of Omaha during 1920

|                               | Per Hour   |
|-------------------------------|------------|
| Masons .....                  | \$1.25     |
| Bricklayers .....             | 1.25       |
| Structural Iron Workers ..... | 1.25       |
| Plasterers .....              | 1.25       |
| Wood Lathers .....            | 1.00       |
| Metal Lathers .....           | 1.25       |
| Hoisting Engineers .....      | 1.25       |
| Plumbers .....                | 1.10       |
| Carpenters .....              | 1.12½      |
| Painters .....                | 1.12½      |
| Electrical Workers .....      | 1.25       |
| Cement Finishers .....        | 1.10       |
| Hod Carriers .....            | .50 to .75 |
| Laborers .....                | .50 to .75 |

#### STORY OF A PROSECUTION FOR VIOLATION OF THE FEMALE LABOR LAW

Early in May, 1919, complaint was made to the Labor Department that the Omaha World-Herald was violating the Female Labor Law of Nebraska by employing women at night in its mailing room. A

copy of the World-Herald of May 4, 1919, was submitted showing a want ad therein reading as follows

**"WANTED—**Woman about 25 or 30 for night work; must be good size and strong; hours from 9:30 p. m. to 5 a. m. Single woman preferred. Apply Mailing Department, second floor, World-Herald Building."

On May 15, 1919, the following letter was sent to the World-Herald:

"May 15, 1919. Mr. W. G. Cröunse, Manager, World-Herald Publishing Company, Omaha, Nebraska. Dear Sir: Complaint has been filed with the State Labor Department that the World-Herald Publishing Company is violating that portion of the Nebraska Labor Laws which provides that no female shall be employed between the hours of 10 o'clock p. m., and 6 a. m.

"Also our attention has been called to an advertisement appearing in your issue of Sunday, May 4, 1919, on Page 18, 7th column, wherein you seek the services of a woman to be employed in your mailing room between the hours of 9:30 p. m., and 5 a. m.

"Thereupon we instructed the Inspector for the Department to investigate the conditions, which he did; and he reports to us that on Monday, May 12, 1919, at 11:45 p. m., eight (8) females were employed in your mailing department.

"The duties of this Department are primarily administrative, and we must firmly insist upon a strict compliance with the letter of the law in every instance of violation called to our attention, or of which we have knowledge.

"However, we are not disposed to be arbitrary to the extent of working any avoidable hardship or inconvenience upon any industry, and therefore you will be given a reasonable length of time—not to exceed thirty (30) days from the date of this letter—in which to readjust the organization of your mailing department, and substitute male employes for those female employes at present engaged in night work.

"Trusting that you will see the wisdom of complying with the provisions of the statutes of the State of Nebraska in this matter, and that no further action will be necessary on our part, we are yours respectfully, F. A. Kennedy, Chief Deputy Commissioner."

On August 12, 1919, complaint was filed in police court against the World-Herald for violation of the Female Labor Law.

On November 28, 1919, the case came on for trial after several continuances. Judge Fitzgerald fined defendant \$25.00 and costs.

December 2, 1919, defendant filed transcript in the District Court on appeal.

June 14, 1920, filed stipulation of facts.

June 14, 1920, case came on for hearing before Judge Estelle, and he found the defendant not guilty in the following decision:

"IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA  
"CRIMINAL APPEALS DOC. 21

STATE OF NEBRASKA,

Plaintiff

vs.

WILLIAM G. CROUNSE,

Defendant

JUDGMENT No. 799.

"This cause coming on for hearing this 20th day of April, 1920, being a judicial day of the February terms of court, both parties being represented by counsel, who, in open court, waived trial by jury and agreed to submit the case upon oral argument and upon the facts as set out in the stipulation filed herein, the court took the matter under advisement.

"Now, on this 14th day of June, 1920, being a judicial day of the May term of court, this case coming on for further hearing, and the court being fully advised in the premises and having carefully considered the facts as set forth in the stipulation above referred to and the law under which this complaint was filed, finds that the employment of Lillian McDonald, as set out in the above complaint, did not come within the scope of and was not prohibited by Chapter 190, Article II, Section 5, of the Session Laws of Nebraska for 1919, nor was it prohibited nor forbidden by any other law of the state of Nebraska in force at the time of the alleged wrongful employment as set out in the said complaint; that the business of newspaper publishing, in the course of which it was alleged that defendant had violated the laws of Nebraska, was not meant by the legislature of Nebraska to come within the scope of said Chapter 190, Article II, Section 5, of the Session Laws of Nebraska for 1919, and that the said business does not come within the provisions of the said law and in particular does not, and on August 1, 1919, did not, come within the prohibition of the said law as directed against manufacturing, mechanical and mercantile establishments and offices; that the place of publication of a newspaper and in particular that the place of publication maintained by the World Publishing Company, as set out in the said complaint, is not, within the meaning of any of the laws of Nebraska, in force on August 1, 1919, a manufacturing, mechanical or mercantile establishment or an office as the words are used in the said Chapter 190, Article II, Section 5, of the Session Laws of Nebraska for 1919; the court further finds generally for the defendant and that he is not guilty as charged in the said complaint.

"IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant is not guilty as alleged in the said complaint and the charge against him is therefore dismissed.

"THE COURT, by LEE S. ESTELLE" (signed)

Judge."

June 16, 1920, State filed motion for a new trial.

July 9, 1920, motion for a new trial overruled.

July 21, 1920, State filed Notice of Appeal.

July 23, 1920, Court Clerk made and delivered transcript.

August 5, 1920, State filed motion in Supreme Court asking leave to file transcript on appeal.

August 12, 1920, the Supreme Court made an order allowing filing of transcript, fixing rule day as September 21, 1920.

When this report was written, case was pending in the Supreme Court.

### INDUSTRIAL STATISTICS

While agriculture is the basis of Nebraska's material wealth, the fact is that Nebraska is becoming a great manufacturing state.

The chief difficulty of the department is to get reports from the manufacturing establishments. The law requires every manufacturer to send in a report. When the manufacturer fails to report, he is wilfully missing an opportunity to boost himself as well as his state.

Fourteen hundred questionnaires were sent out for each of the years 1918 and 1919, and 422 reported in 1918, and 562 in 1919.

It is hoped that this co-operation will be improved upon during the years to come.

The following tables show the importance of Nebraska as a manufacturing and industrial state:

# LABOR—1918

|                                         | Number Reporting | Wage Earners |        | Wages Per Day |        | Hours of Labor |        | Children Over 14 and Under 16 |
|-----------------------------------------|------------------|--------------|--------|---------------|--------|----------------|--------|-------------------------------|
|                                         |                  | Male         | Female | Highest       | Lowest | Highest        | Lowest |                               |
| Agricultural Implements .....           | 7                | 487          | 43     | \$7.00        | \$2.00 | 10             | 8      | 1                             |
| Artificial Limbs .....                  | 2                | 4            |        | 3.30          |        | 9              | 8      |                               |
| Alfalfa, Molasses and Grain Feeds ..... | 2                | 32           | 1      | 5.00          | 2.00   | 10             | 8      |                               |
| Assembling Automobiles and Trucks ..... | 7                | 462          | 21     | 7.90          | 2.00   | 9½             | 8      | 1                             |
| Beet Sugar .....                        | 4                | 1,411        | 88     | 4.72          | 2.58   | 12             | 8      | 1                             |
| Bread, Pies and Pastry .....            | 15               | 138          | 26     | 5.00          | 1.25   | 10             | 8      | 1                             |
| Biscuit and Cracker Products .....      | 2                | 320          | 328    | 3.52          | 2.00   | 9              | 8      | 16                            |
| Brick and Tile .....                    | 10               | 255          |        | 6.00          | 2.50   | 10             | 8      | 27                            |
| Building Material .....                 | 14               | 102          | 6      | 5.00          | 2.50   | 10             | 8      |                               |
| Butter, Ice Cream, Eggs .....           | 29               | 1,188        | 331    | 6.90          | 2.00   | 10             | 8      | 20                            |
| Canning .....                           | 7                | 380          | 275    | 5.00          | 2.00   | 10             | 8      | 1                             |
| Canvas Goods .....                      | 4                | 186          | 244    | 4.00          | 1.50   | 10             | 8      | 5                             |
| Cooperage .....                         | 2                | 67           | 2      | 7.00          | 2.00   | 10             | 8      |                               |
| Carpets and Rugs .....                  | 2                | 8            |        | 2.50          |        | 9½             |        |                               |
| Flour and Mill Products .....           | 68               | 455          | 45     | 7.05          | 2.50   | 11             | 8      | 9                             |
| Gas and Electricity .....               | 38               | 560          | 68     | 7.00          | 2.00   | 10             | 7½     | 3                             |
| Granite and Marble Monuments .....      | 16               | 90           | 5      | 8.50          | 2.00   | 10             | 8      | 6                             |
| Harness and Leather Goods .....         | 9                | 43           |        | 5.00          | 2.00   | 10             | 8      | 1                             |
| Iron Products .....                     | 15               | 349          | 7      | 8.00          | 1.95   | 10             | 8      | 1                             |
| Ice .....                               | 5                | 206          | 7      | 4.85          | 2.35   | 10             | 8      |                               |
| Jewelry .....                           | 2                | 18           | 3      | 5.50          | 4.00   | 8              | 8      | 2                             |
| General Laundry .....                   | 12               | 179          | 339    | 4.00          | 2.00   | 9              | 9      |                               |
| Lumber and Planing Mill Products .....  | 11               | 371          | 18     | 6.00          | 1.50   | 10             | 8      | 3                             |
| Mineral and Soda Water .....            | 18               | 186          | 3      | 4.00          | 1.00   | 9              | 8      |                               |
| Paints, Lead and Oils .....             | 3                | 163          | 11     | 6.00          | 2.40   | 10             | 8      | 1                             |
| Poultry, Feed and Seed .....            | 5                | 177          | 62     | 7.00          | 2.50   | 10             | 8      |                               |
| Patent Medicines, Etc. ....             | 5                | 39           | 66     | 5.00          | 1.50   | 10             | 8      | 2                             |
| Peanut Butter, Jelly Powder .....       | 4                | 45           | 17     | 6.00          | 1.50   | 10             | 8      |                               |
| Publishing and Printing .....           | 25               | 375          | 176    | 15.00         | 1.60   | 10             | 8      | 3                             |
| Potash and Alkali Salts .....           | 2                | 109          | 4      | 10.90         | 2.00   | 11             | 8      |                               |
| Serum and Stock Remedies .....          | 7                | 23           | 2      | 8.50          | 2.00   | 10             | 8      |                               |
| Slaughtering and Meat Packing .....     | 3                | 6,934        | 1,131  | 5.24          | 2.22   | 9½             | 8      | 16                            |
| Tobacco and Cigars .....                | 27               | 66           | 80     | 8.25          | 1.25   | 10             | 8      | 10                            |
| Miscellaneous .....                     | 38               | 1,660        | 178    | 15.00         | 2.00   | 10½            | 2      | 25                            |
| Totals .....                            | 422              | 16,873       | 3,592  |               |        |                |        | 149                           |

# LABOR—1919

|                                        | Number<br>Report-<br>ing | Wage Earners |        | Wages Per Day |        | Hours of Labor |        | Children<br>Over 14<br>and<br>Under 16 |
|----------------------------------------|--------------------------|--------------|--------|---------------|--------|----------------|--------|----------------------------------------|
|                                        |                          | Male         | Female | Highest       | Lowest | Highest        | Lowest |                                        |
| Agricultural Implements .....          | 8                        | 561          | 40     | \$7.00        | \$3.50 | 10             | 8      |                                        |
| Artificial Limbs .....                 | 2                        | 4            |        | 4.40          | 3.50   | 8½             |        |                                        |
| Assembling Automobiles and Trucks..... | 13                       | 763          | 133    | 7.50          | 2.31   | 9              | 8      | 4                                      |
| Beet Sugar .....                       | 4                        | 1,940        | 87     | 5.23          | 2.85   | 12             | 8      | 1                                      |
| Bread, Pies and Pastry.....            | 24                       | 238          | 49     | 8.00          | 1.00   | 13             | 8      | 18                                     |
| Brooms .....                           | 2                        | 8            |        | 7.00          | 2.50   | 8              |        |                                        |
| Biscuit and Cracker Products.....      | 3                        | 453          |        | 7.00          | 2.00   | 10             | 8      | 9                                      |
| Brick and Tile.....                    | 12                       | 303          | 1      | 8.00          | 4.00   | 10             | 8      | 25                                     |
| Building Material .....                | 18                       | 247          | 1      | 8.00          | 3.00   | 10             | 8      | 3                                      |
| Butter, Eggs and Ice Cream.....        | 42                       | 1,785        | 24     | 8.50          | 2.25   | 10             | 8      | 25                                     |
| Canning .....                          | 12                       | 488          | 337    | 5.06          | 2.00   | 10             | 8      | 6                                      |
| Coffee and Spices.....                 | 2                        | 10           | 8      | 6.00          | 1.30   | 10             | 4      | 10                                     |
| Canvas Goods .....                     | 4                        | 35           | 68     | 5.00          | 2.00   | 10             | 8      | 8                                      |
| Clothing and Textile.....              | 6                        | 133          | 169    | 8.00          | 1.84   | 9              | 8      | 20                                     |
| Cooperage .....                        | 2                        | 83           |        | 8.00          | 4.00   | 8              | 7      |                                        |
| Furniture, Carpets and Rugs.....       | 8                        | 247          | 20     | 4.30          | 2.00   | 9½             |        | 2                                      |
| Flour and Mill Products.....           | 92                       | 338          | 36     | 6.00          | 2.00   | 10             | 8      | 47                                     |
| Gas and Electricity.....               | 42                       | 952          | 123    | 8.00          | 1.00   | 12             | 8      | 18                                     |
| Granite and Marble Monuments.....      | 19                       | 121          | 7      | 7.00          | 2.50   | 10             | 8      |                                        |
| Harness and Leather Goods.....         | 17                       | 87           | 2      | 6.00          | 2.00   | 10             | 8      | 2                                      |
| Iron Products .....                    | 20                       | 640          | 39     | 7.20          | 1.50   | 10             | 8      | 1                                      |
| Ice .....                              | 9                        | 617          | 226    | 5.00          | 2.25   | 10             | 8      |                                        |
| Jewelry .....                          | 2                        | 28           | 2      | 5.58          |        | 8              |        | 2                                      |
| General Laundry .....                  | 16                       | 194          | 432    | 8.00          | 1.50   | 10             | 8      | 4                                      |
| Lumber and Planing Mill Products.....  | 9                        | 470          | 103    | 6.00          | 2.50   | 10             | 8      | 4                                      |
| Mineral and Soda Water.....            | 28                       | 191          | 15     | 7.00          | 2.00   | 10             | 8      | 10                                     |
| Paints, Leads and Oils.....            | 3                        | 112          | 18     | 5.60          | 2.03   | 10             | 8      | 2                                      |
| Poultry, Feed and Seeds.....           | 9                        | 234          | 66     | 4.50          | 2.50   | 10             | 8      |                                        |
| Patent Medicine, Etc.....              | 7                        | 47           | 67     | 5.56          | 2.25   | 10             | 8      | 4                                      |
| Tires and Rubber Goods.....            | 7                        | 215          | 11     | 15.00         | 2.00   | 10             | 8      |                                        |
| Printing .....                         | 32                       | 499          | 261    | 13.00         | 1.50   | 9              | 7      | 56                                     |
| Potash, Alkali Salts.....              | 4                        | 217          | 4      | 10.00         | 3.00   | 12             | 8      |                                        |
| Serum and Stock Remedies.....          | 5                        | 28           | 12     | 8.25          | 3.00   | 9              | 8      | 4                                      |
| Slaughtering and Packing.....          | 3                        | 7,932        | 1,152  | 7.85          | 2.63   | 9½             | 8      | 14                                     |
| Tobacco and Cigars.....                | 29                       | 78           | 140    | 6.00          | 1.33½  | 10             | 8      | 18                                     |
| Miscellaneous .....                    | 46                       | 1,402        | 322    | 7.00          | 2.00   | 12             | 8      | 3                                      |
| Totals.....                            | 562                      | 21,050       | 4,602  |               |        |                |        | 312                                    |

# INDUSTRIES—1918

|                                        | Number<br>Report-<br>ing | Capital<br>Invested | Cost of<br>Material | Value of<br>Products | Wages<br>Paid   |
|----------------------------------------|--------------------------|---------------------|---------------------|----------------------|-----------------|
| Agricultural Implements .....          | 7                        | \$1,783,781.06      | \$978,803.59        | \$1,865,291.06       | \$448,317.80    |
| Artificial Limbs .....                 | 2                        | 9,000.00            | 300.00              | 16,271.95            | 3,775.64        |
| Alfalfa, Molasses and Grain Feeds..... | 2                        | 324,200.00          | 467,291.64          | 551,113.83           | 54,824.92       |
| Assembling Automobiles and Trucks..... | 7                        | 1,986,250.00        | 6,838,393.37        | 6,997,350.84         | 479,409.53      |
| Beet Sugar .....                       | 4                        | 6,883,000.00        | 6,159,135.52        | 7,333,885.25         | 1,203,386.60    |
| Bread, Pies and Pastries.....          | 15                       | 413,000.00          | 2,554,616.02        | 900,827.12           | 151,998.76      |
| Biscuit and Cracker Products.....      | 12                       | 1,184,251.23        | 2,549,173.05        | 5,566,997.04         | 537,369.56      |
| Brick and Tile.....                    | 10                       | 483,700.00          | 29,720.82           | 356,418.23           | 153,455.72      |
| Building Material .....                | 14                       | 185,978.25          | 127,742.27          | 326,917.05           | 66,931.62       |
| Butter, Ice Cream, Eggs.....           | 29                       | 4,761,789.03        | 23,760,260.37       | 27,812,797.90        | 1,397,249.07    |
| Canning .....                          | 7                        | 378,196.48          | 1,741,054.02        | 2,267,278.19         | 141,530.09      |
| Canvas Goods .....                     | 4                        | 340,221.16          | 5,820,579.54        | 6,993,764.72         | 371,795.48      |
| Cooperage .....                        | 2                        | 104,000.00          | 459,562.85          | 667,892.90           | 98,819.39       |
| Carpets and Rugs.....                  | 2                        | 3,600.00            | 1,350.00            | 7,900.00             | 2,040.06        |
| Flour and Mill Products.....           | 68                       | 4,117,742.82        | 18,595,271.61       | 20,471,106.32        | 806,215.36      |
| Gas and Electricity.....               | 38                       | 24,160,651.00       | 1,234,436.19        | 2,810,518.57         | 618,840.24      |
| Granite and Marble Monuments.....      | 16                       | 384,970.52          | 224,526.91          | 551,961.45           | 110,154.02      |
| Harness and Leather Goods.....         | 9                        | 341,020.00          | 244,950.53          | 813,019.19           | 42,141.99       |
| Iron Products .....                    | 15                       | 879,631.72          | 732,073.39          | 1,230,854.43         | 401,714.79      |
| Ice .....                              | 4                        | 508,000.00          | 14,830.00           | 268,616.90           | 97,960.00       |
| Jewelry .....                          | 2                        | 27,500.00           | 37,300.00           | 72,033.36            | 28,668.13       |
| General Laundry .....                  | 12                       | 306,377.00          | 312,971.24          | 338,540.19           | 262,666.11      |
| Lumber and Planing Mill Products.....  | 11                       | 595,729.12          | 517,802.82          | 312,971.24           | 317,618.37      |
| Mineral and Soda Water.....            | 18                       | 310,288.40          | 312,531.12          | 1,024,540.44         | 65,986.72       |
| Paints, Lead and Oil.....              | 3                        | 680,400.00          | 861,249.85          | 509,904.76           | 49,934.27       |
| Poultry, Feed and Incubators.....      | 5                        | 685,727.28          | 702,075.69          | 1,162,282.46         | 194,462.21      |
| Patent Medicines, Etc.....             | 5                        | 607,039.00          | 220,027.12          | 1,171,209.01         | 76,270.24       |
| Peanut Butter, Jelly Powder.....       | 4                        | 91,200.00           | 196,355.22          | 588,175.72           | 26,227.87       |
| Publishing and Printing.....           | 25                       | 1,557,051.43        | 671,773.99          | 1,700,609.13         | 580,555.31      |
| Potash and Alkali Salts.....           | 2                        | 1,099,100.00        | No Reports          | 24,315.30            | 184,598.87      |
| Serum and Stock Remedies.....          | 7                        | 224,196.80          | 104,183.82          | 169,987.63           | 23,519.87       |
| Slaughtering and Meat Packing.....     | 3                        | *3,570,867.00       | 210,534,572.00      | 244,443,672.00       | 9,446,664.02    |
| Tobacco and Cigars.....                | 27                       | 175,750.00          | 171,440.56          | 349,017.07           | 112,883.54      |
| Miscellaneous .....                    | 38                       | 5,490,770.80        | 3,402,258.93        | 3,954,357.67         | 1,776,905.41    |
| Totals.....                            | 422                      | \$64,628,679.30     | \$288,701,374.05    | \$343,572,809.11     | \$71,468,004.64 |

\* Two reporting

# INDUSTRIES—1919

| Number<br>Report-<br>ing | Capital<br>Invested | Cost of<br>Material | Value of<br>Products | Wages<br>Paid   |
|--------------------------|---------------------|---------------------|----------------------|-----------------|
| 8                        | \$2,147,578.72      | \$226,020.67        | \$2,391,497.56       | \$189,731.84    |
| 2                        | 6,000.00            | .....               | 15,069.70            | 4,184.99        |
| 13                       | 3,821,573.20        | 15,707,633.39       | 19,745,501.50        | 4,403,764.05    |
| 4                        | 6,159,000.00        | 6,076,461.37        | 5,663,131.20         | 1,584,289.17    |
| 24                       | 846,523.19          | 1,426,968.58        | 2,492,333.69         | 382,721.04      |
| 3                        | 1,493,740.42        | 3,040,748.85        | 6,417,577.16         | 799,103.07      |
| 2                        | 11,000.00           | 8,802.45            | 37,137.95            | 8,393.60        |
| 12                       | 502,674.50          | 813,820.64          | 669,417.38           | 274,482.66      |
| 18                       | 2,189,846.70        | 419,170.70          | 639,885.66           | 215,841.21      |
| 42                       | 2,761,243.05        | 17,553,812.34       | 20,409,732.31        | 1,623,831.23    |
| 13                       | 804,931.34          | 1,171,503.34        | 2,082,436.84         | 176,336.78      |
| 2                        | 71,200.00           | 122,509.00          | 174,892.51           | 10,446.00       |
| 4                        | 133,300.00          | 441,496.75          | 741,761.68           | 101,940.71      |
| 6                        | 339,300.00          | 558,741.73          | 882,699.81           | 211,634.10      |
| 2                        | 132,000.00          | 545,288.38          | 748,319.98           | 127,209.55      |
| 8                        | 254,290.00          | 398,143.16          | 936,953.10           | 184,783.50      |
| 92                       | 5,730,653.59        | 29,022,231.45       | 31,595,969.40        | 1,181,537.12    |
| 42                       | 5,602,334.46        | 1,365,553.63        | 6,156,730.56         | 3,954,745.99    |
| 19                       | 351,495.69          | 1,310,239.82        | 884,752.18           | 186,278.25      |
| 17                       | 589,320.00          | 427,731.16          | 696,631.25           | 156,006.48      |
| 20                       | 1,904,394.73        | 1,565,927.12        | 2,556,025.19         | 707,482.53      |
| 9                        | 2,333,000.00        | 19,322,954.78       | 22,976,213.40        | 910,868.00      |
| 2                        | 26,200.00           | 52,500.00           | 78,755.66            | 31,044.03       |
| 16                       | 442,697.55          | 117,430.14          | 651,463.25           | 423,586.09      |
| 9                        | 607,000.00          | 1,460,490.64        | 2,329,066.64         | 558,439.50      |
| 28                       | 807,077.16          | 733,820.33          | 1,044,513.45         | 172,404.52      |
| 3                        | 1,545,976.24        | 946,494.77          | 1,309,937.99         | 105,098.40      |
| 9                        | 866,412.91          | 968,267.51          | 1,518,958.91         | 226,217.03      |
| 7                        | 773,231.00          | 277,898.65          | 728,415.84           | 109,096.57      |
| 32                       | 2,126,415.42        | 840,587.03          | 2,328,021.74         | 852,172.91      |
| 4                        | 1,315,509.00        | .....               | 561,631.47           | 283,009.73      |
| 5                        | 232,637.80          | 102,483.00          | 237,666.62           | 43,706.51       |
| 3                        | 3,524,459.00        | 107,789,316.00      | 120,347,581.00       | 11,884,492.55   |
| 7                        | 1,105,000.00        | 178,811.54          | 231,536.24           | 265,311.76      |
| 29                       | 227,875.00          | 208,362.09          | 465,173.23           | 99,612.46       |
| 46                       | 3,549,509.19        | 6,358,995.39        | 9,068,045.71         | 2,022,342.60    |
| 562                      | \$53,301,301.00     | \$250,845,759.66    | \$273,745,435.76     | \$34,465,096.54 |

**EMPLOYMENT AGENCIES**

The 1919 session of the Legislature passed a law requiring all fee employment agencies to pay into the State Treasury a license fee of \$50.00 per annum and file a bond in the penal sum of \$2,000.00. Also regulating the registration fee to be charged and the manner of conducting that business. The Labor Department was charged with the enforcement of this law.

All agencies operating in the state were notified to comply with this law, furnished blanks, etc., with the result that the following firms applied, filed their bond and were granted a license to operate in the State:

A. B. Koenig, 509 So. 13th St., Omaha.  
National Employment Agency, 210 So. 14th St., Omaha.  
Inter Mountain West Service, 2018 Davenport St., Omaha.  
Service Reference Co., 815 Paxton Block, Omaha.  
Commercial Reference Co., 1516 City Nat'l Bank Bldg., Omaha.  
Stewart School Service, 138 N. 12th St., Lincoln.  
Boomer Business Bureau, 307 Brownell Blk., Lincoln.

The following employment agencies in the City of Omaha refused to comply with the law, contending that it was unconstitutional:

Afro-American Employment Agency.  
American Employment Agency.  
B. B. Davis Labor Agency.  
Big 4 Employment Agency.  
Business Reference Co.  
Co-Operative Reference Co.  
City Labor Agency.  
Davis Labor Agency.  
Employers Reference Co.  
Empire Labor Agency.  
Freeland Bros.  
Gate City Employment Agency.  
Home Labor Agency.  
F. V. Kniest.  
Knowland Employment & Service Co.  
Martin & Co.  
G. E. Miller.  
Marti Co.  
Omaha Employment Agency.  
Reliable Employment Agency.  
Shipley's Labor Agency.  
Standard Service Co.  
Universal Reference Co.  
White's Labor Agency.  
Watts' Reference Co.  
Western Reference Bond Association.  
Wright Reference Co.  
Savage Employment Agency.

Proceedings were started against the Western Reference and Bond Association operated by Harry H. Knapp, as a test case. Complaint was filed July 21, 1919, before the police magistrate of Omaha. It was carried to the District Court and tried on stipulation, July 23, 1920.

Hon. Judge Troup of the District Court handed down a decision in which he held that the fundamentals of the law were valid, but that inasmuch as the action was brought for the purpose of testing the law, rather than to punish an offender, dismissed the defendant.

Following is a synopsis of the findings of the court:

"Legislatures have a right to exercise police power in the regulation of business concerns where there might be a question of honesty in dealing with the public, and as employment agencies are not always old and established concerns it is only proper that some legislation should exist that would protect the rights of those that have made the business a legitimate one.

"Sections 1 and 2, Valid.

"Section 3. Do not think that part of Section 3 is good whereby the Department of Labor has a right to bring an action on a bond in the name of the State of Nebraska, but will, however, not hold that section invalid, but if such action is brought that question will undoubtedly be determined by the trial judge.

"Section 4. A little broad, but held to be valid.

"Section 8. That part of Section 8 which provides that the record of references shall be opened to the inspection and examination of applicant is a breach of confidence, and not good law, is declared invalid; and in the second paragraph that part which reads, "but the further fee aforesaid shall not be received by such licensee before the applicant has been tendered a position by said licensed person" down to the words, 'made therefor' is invalid; also the last two paragraphs of that section held invalid."

Penalty clauses must not apply to parts of law declared invalid, but bond must be so worded that no action against bond can be brought for non compliance with parts of law declared invalid.

This department, on the advise of the County Attorney, filed complaints against five other violators of the law, Harry Knapp, William W. Freeland, Frank Christman, W. C. Martin and J. T. Sweeney. These cases are now pending in the District Court of Douglas County.

### ACTIVITIES OF OMAHA BRANCH

Shortly after the appointment of the present incumbent as head of the Department of Labor, he realized that to properly administer the provisions of the Workmen's Compensation Law would not only require the entire time of himself and an assistant in the main office at Lincoln, but also that the scope of the work in Omaha must be materially increased.

It is true that for some time prior to 1918 the Department had a desk in the U. S. Employment office then in the Douglas County court house. Victims of industrial accidents might there get information concerning compensation to which they were entitled. However, no organized effort had ever been made to disseminate this information, and the beneficent provisions of the law were known to but comparatively few people.

The governor was then appealed to for a solution of the problem, and he suggested that inasmuch as a large percentage of Nebraska's industrial accidents occur in Omaha, the logical thing to do would be to establish a branch office there which would render practically the same service as did the Lincoln office. This suggestion was followed, and such an office was opened, with an investigator and a clerk constantly in attendance.

One of the most important activities of this office has been, and yet is, to acquaint the great army of employes—as well as their employers—with the fact that the office is maintained for their convenience. This was no small task. Two years ago fully 90 per cent of our citizens were unaware of even the existence of a Workmen's Compensation Law, or at best, had but a hazy idea of its aims and purposes.

To further this work communications were addressed to all the labor organizations asking their co-operation; thousands of copies of the law were mailed or personally delivered; tens of thousands of cards bearing instructions to injured employes were distributed in places where men and women work, as well as in places where workingmen and working women congregate during hours of rest and recreation; the aid of churches, labor organizations, lodges, clubs, and the press was sought, and the commissioner addressed various organizations at every opportunity during the biennium.

While this work is far from complete, it is indeed gratifying to know that today a greater knowledge of the law's provisions and benefits exists throughout the industrial plants of the city. The volume of business passing through this office is constantly increasing, due primarily to the spreading of this propaganda.

The office affords 100 per cent service to the injured worker. His case is quickly and thoroughly investigated; his interests are carefully looked after, and every possible effort made to adjust his claim, if he has a legitimate one, in accord with the strict letter of the law; should he need medical attention, it is speedily provided him; and finally, if there is a dispute between injured employe and employer and it becomes necessary that his rights should be protected, then he may file a petition for a formal hearing before the commissioner. This office fills out such petition for him, forwards it to Lincoln for filing and docketing, serves the summons and copy upon his employer, and follows his claim through, until the jurisdiction of

the commissioner has ceased. All this service is absolutely without cost, and is furnished gladly to those who will but apply for it.

Since its establishment the office has received fully 500 compensation cases for investigation which otherwise would have had to go to Lincoln direct, and the investigation conducted largely by mail.

Aside from the efforts of the investigator to compel the various labor agencies in Omaha to take out state licenses, as the law directs, there were twenty-four complaints of violations of the laws governing these institutions received, investigated, and adjudicated.

Sixty-eight wage disputes were investigated and either satisfactorily adjusted or referred to the public defender for prosecution.

In the health and safety division there were but nine complaints filed. These were promptly investigated and the defects complained of remedied.

In the female and child labor section there were fifty-nine violations reported, which were all investigated. In first offenses the violators were cautioned that a second offense would mean arrest. Several arrests were made, convictions had, and fines assessed. Some of these fines were paid while others were appealed to the district court, where they still hang fire. One decision handed down by Police Judge Foster declared the Female Labor Law unconstitutional, on the grounds that it was class legislation and applied only to certain specified parts of the state. Another case for violation of the Female Labor Law in a newspaper office a conviction was obtained in police court, the case was appealed to the district court and the appeal sustained by the trial judge deciding that a newspaper establishment was neither an office nor a manufacturing establishment. This case is now in the supreme court.

The city has been exceptionally free from labor troubles during the past two years, there being but three or four cases that even approached a serious condition. The most serious was a strike of the teamsters in 1919, involving some 1,200 men. Of lesser magnitude and importance was a strike of the meat cutters in April, 1920, and, a month or two later, of the painters.

## LABOR DEPARTMENT APPROPRIATIONS

Following are the appropriations made by the legislature for the Labor Department from 1887 to 1921:

| Years        | Salary      |                 |                                   | Maintenance |                 | Total        |
|--------------|-------------|-----------------|-----------------------------------|-------------|-----------------|--------------|
|              | Deputy      | Other<br>Clerks | Number<br>of Officers<br>& Clerks | Office      | Defi-<br>ciency |              |
| 1887-89..... | \$3,000.00  |                 |                                   | \$1,200.00  |                 | \$4,200.00   |
| 1889-91..... | 3,000.00    | \$2,000.00      | 2                                 | 3,000.00    |                 | 8,000.00     |
| 1891-93..... | 3,000.00    | 2,000.00        | 2                                 | 3,000.00    |                 | 8,000.00     |
| 1893-95..... | 3,000.00    | 2,000.00        | 2                                 | 1,000.00    |                 | 6,000.00     |
| 1895-97..... | 3,000.00    | 2,000.00        | 2                                 | 1,100.00    |                 | 6,100.00     |
| 1897-99..... | 3,000.00    | 2,000.00        | 2                                 | 650.00      | \$1,480.42      | 7,130.42     |
| 1899-01..... | 3,000.00    | 3,000.00        | 3                                 | 2,000.00    |                 | 8,000.00     |
| 1901-03..... | 3,000.00    | 3,680.00        | 3                                 | 2,700.00    |                 | 9,380.00     |
| 1903-05..... | 3,000.00    | 3,680.00        | 3                                 | 2,800.00    |                 | 9,480.00     |
| 1905-07..... | 3,000.00    | 4,080.00        | 3                                 | 2,800.00    |                 | 9,880.00     |
| 1907-09..... | 3,000.00    | 1,680.00        | 2                                 | 3,600.00    | 282.38          | 8,562.38     |
| 1909-11..... | 3,000.00    | 1,680.00        | 2                                 | 5,000.00    | 723.64          | 10,403.64    |
| 1911-13..... | 3,000.00    | 1,680.00        | 2                                 | 5,000.00    | 284.90          | 9,964.90     |
| 1913-15..... | 3,000.00    | 1,680.00        | 2                                 | 6,000.00    |                 | 10,680.00    |
| 1915-17..... | 3,000.00    | 1,680.00        | 2                                 | 9,000.00    |                 | 13,680.00    |
| 1917-19..... | 3,000.00    | 4,680.00        | 4                                 | 13,180.00   |                 | 20,860.00    |
| 1920-21..... | 10,000.00   | 8,320.00        | 7                                 | 17,100.00   |                 | 35,420.00    |
| Totals ..... | \$58,000.00 | \$45,840.00     |                                   | \$79,130.00 | \$2,717.34      | \$185,741.34 |

### DEPARTMENT ORGANIZED IN 1887

The Labor Department of the State was organized in 1887 as the Bureau of Labor. A Deputy Commissioner of Labor, appointed by the Governor, conducted the affairs of the office until 1919, when the Department of Labor was established under the Civil Administrative Code Law, with the title of Secretary of Labor. The names of the Deputy Labor Commissioners and the years of their service, are as follows:

|                        |           |
|------------------------|-----------|
| John Jenkins .....     | 1887-1888 |
| John Jenkins .....     | 1889-1890 |
| Philip Andres .....    | 1891-1892 |
| J. B. Erion .....      | 1893-1894 |
| J. H. Powers .....     | 1895-1896 |
| Sidney J. Kent .....   | 1897-1898 |
| Sidney J. Kent .....   | 1899-1900 |
| C. E. Watson .....     | 1901-1902 |
| Burrett Bush .....     | 1903-1904 |
| Burrett Bush .....     | 1905-1906 |
| John J. Ryder .....    | 1907-1908 |
| W. M. Maupin .....     | 1909-1910 |
| L. V. Guye .....       | 1911-1912 |
| C. W. Pool .....       | 1913-1914 |
| F. M. Coffey .....     | 1915-1916 |
| G. E. Norman .....     | 1917-1918 |
| Frank A. Kennedy ..... | 1919-1920 |





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# EIGHTEENTH BIENNIAL REPORT

## Labor and Compensation

December 31, 1920 to July 1, 1922

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1920/21

**STAFF**

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Secretary of Labor ..... Frank A. Kennedy  
Chief of Division of Compensation ..... Lester L. Dunn  
Investigator ..... John Larsen  
Record Clerk ..... Orpha L. Dowling  
Stenographer ..... Marguerite L. George  
Clerk in Omaha Branch Office ..... Arthur F. Clark  
Manager Free Employment Office, Lincoln..... Clarence C. Becker

## LETTER OF TRANSMITTAL

---

Lincoln, Nebraska, July 1, 1922.

To His Excellency Samuel R. McKelvie, Governor of Nebraska:

In compliance with the laws of the State of Nebraska I have the honor of submitting herewith the Eighteenth Biennial Report of the Department of Labor of this state; covering the period from December 31, 1920, to July 1, 1922, and in addition thereto the report of the Commissioner of the Workmen's Compensation Law as amended by the Legislature of 1917-1919-1921, effective July 28, 1921.

Respectfully,

FRANK A. KENNEDY,

Secretary of Labor and Compensation Commissioner.

# PART I

## DIVISION OF COMPENSATION

Lincoln, Nebraska,  
July 1, 1922.

Hon. Samuel R. McKelvie, Governor  
State House,  
Lincoln, Nebraska.  
Dear Governor:

The Department of Labor respectfully submits its report of activities covering the period from December 31, 1920, to July 1, 1922.

Following is the statistical report of the activities of the Division of Compensation for the year 1921:

|                                          |                  |
|------------------------------------------|------------------|
| First reports of accidents .....         | 11,356           |
| Final reports of accidents .....         | 8,673            |
| Cases pending .....                      | 2,683            |
| Complaints received .....                | 637              |
| Personal investigations .....            | 637              |
| Lump sum settlements .....               | 17               |
| Amount involved .....                    | \$24,047.96      |
| Total compensation paid .....            | \$481,596.18     |
| Total medical and hospital expense ..... | 138,736.99       |
| <br>Total .....                          | <br>\$620,333.17 |

Following is the report for the six months period from December 31, 1921, to July 1, 1922:

|                                              |                  |
|----------------------------------------------|------------------|
| First reports of accidents .....             | 5,850            |
| Final reports of accidents .....             | 3,964            |
| Cases pending .....                          | 1,896            |
| Complaints received .....                    | 81               |
| Personal investigations .....                | 81               |
| Lump sum settlements .....                   | 14               |
| Amount involved .....                        | \$ 28,238.11     |
| Total compensation paid .....                | \$282,975.61     |
| Total medical and hospital expense paid..... | 86,877.42        |
| <br>Total .....                              | <br>\$369,853.03 |

## EIGHTEENTH BIENNIAL REPORT

|                                                                                       |              |
|---------------------------------------------------------------------------------------|--------------|
| Total compensation, medical and hospital<br>expense paid during 1921 .....            | \$620,333.17 |
| Total compensation, medical and hospital<br>expense paid during six months, 1922 .... | \$369,853.03 |
| <hr/>                                                                                 |              |
| Grand total for one and one-half years.....                                           | \$990,186.20 |

The amount of compensation, medical and hospital expense administered by the department during the last three and one-half years as compared with the four previous years is as follows:

|                                        | No. of<br>Accidents | Compensation<br>and Medical |
|----------------------------------------|---------------------|-----------------------------|
| 1915 to 1918 (inclusive) .....         | 33,263              | \$ 470,413.08               |
| 1919 to July 1, 1922 (inclusive) ..... | 42,155              | 1,875,875.52                |

The amount of compensation, medical and hospital expense paid to the injured workers of the state during the last three and one-half years, in excess of the four previous years, was \$1,405,462.44.

The reasons for the difference in the amount of compensation, medical and hospital expense paid to the injured workers of the state during the last three and one-half years, over the four previous years, are briefly, as follows: The amendments to the law by the 1919-1921 sessions of the legislature; the increased wages during the peak years; an insistence on strict compliance with the law by all employers and insurance companies; a careful review and investigation of permanent disability settlements; a follow-up of the department's press clipping service covering accidents in all parts of the state; by constantly demanding prompt and regular payment of compensation as required by law; by securing important interpretations of the law by following certain cases through the district and supreme courts; by securing the greatest possible amount of free advertising for the law through the newspapers; by talking on the compensation law to every organization in the state that extends us an invitation; by inducing the Lincoln public school authorities to give instruction in fundamentals of the compensation law to the children; by keeping an accurate record of compensation payments being made on all serious accidents which result in an extended period of disability; by keeping a card system of all employers in the state who carry compensation insurance, thus enabling the department to get immediate and direct action following complaints of injured workers. All of these activities were inaugurated under the present administration.

**DEVELOPMENT OF THE LAW IN FIGURES**

The following table shows the amount of compensation and medical expenses paid each year since the law was adopted:

|                        |                |
|------------------------|----------------|
| 1915 .....             | \$ 50,346.51   |
| 1916 .....             | 125,262.37     |
| 1917 .....             | 153,031.73     |
| 1918 .....             | 141,772.47     |
| 1919 .....             | 345,476.24     |
| 1920 .....             | 540,213.08     |
| 1921 .....             | 620,333.17     |
| 1922 (to July 1) ..... | 369,853.03     |
| <hr/>                  |                |
| Total .....            | \$2,346,288.60 |

**COMPARATIVE STATEMENT**

Below is a comparative statement compiled from the records of the Department since the compensation law became effective in Nebraska:

| Year        | No.<br>Acc'ds. | Cases<br>Closed | Compen-<br>sation | Medical<br>Expense | Total        |
|-------------|----------------|-----------------|-------------------|--------------------|--------------|
| 1915 .....  | 4,082          | 2,222           | \$ 24,923.62      | \$ 25,422.89       | \$ 50,346.51 |
| 1916 .....  | 10,822         | 5,411           | 76,143.50         | 49,118.87          | 125,262.37   |
| 1917 .....  | 13,293         | 13,298          | 101,204.51        | 51,827.22          | 153,031.73   |
| 1918 .....  | 7,066          | 6,463           | 102,540.48        | 39,231.99          | 141,772.47   |
| 1919 .....  | 11,273         | 8,791           | 255,313.36        | 90,162.88          | 345,476.24   |
| 1920 .....  | 13,676         | 9,729           | 402,780.94        | 137,432.14         | 540,213.08   |
| 1921 .....  | 11,356         | 8,673           | 481,596.18        | 138,736.99         | 620,333.17   |
| *1922 ..... | 5,850          | 3,964           | 282,975.61        | 86,877.42          | 369,853.03   |

**ACCIDENTS IN PACKING INDUSTRY**

It might be of interest to give the following accident reports covering the packing industry of the state:

|                         | 1915 | 1916 | 1917 | 1918 | 1919 | 1920 | 1921 | *1922 |
|-------------------------|------|------|------|------|------|------|------|-------|
| Armour & Co. ....       | 69   | 138  | 21   | 350  | 207  | 410  | 210  | 165   |
| Cudahy Packing Co. .... | 33   | 55   | 106  | 224  | 120  | 126  | 121  | 71    |
| Morton-Gregson .....    | 38   | 42   | 147  | 192  | 138  | 177  | 128  | 81    |
| Swift & Co. ....        | 54   | 215  | 307  | 191  | 339  | 454  | 442  | 168   |
| Morris & Co. ....       | 38   | 6    | 7    | 11   | 59   | 157  | 499  | 152   |
| Dold Packing Co. ....   | —    | —    | —    | —    | —    | 279  | 65   | 31    |

\*January 1 to July 1, 1922.

There is a marked improvement in the service of the insurance companies and self-insured employers toward the injured workers. This improvement has been gradual from the middle of the year 1919 and the service is now somewhere near 100 per cent.

Early in the year one large corporation was denied a license to carry its own insurance because of its persistent violation of the law. The legal department of this corporation sent a man to Lincoln to hear the complaints of the Commissioner. Following this hearing a license was granted this corporation to carry its own insurance on the promises made by its attorney that it would comply with the provisions of the law in the future. Since then this corporation has given the Department no trouble.

Late in 1921 a complaint was filed with the insurance commissioner against a reciprocal company and a stock company for making bargain settlements with injured workers contrary to law. The reciprocal company came in at once and agreed to re-open the case complained of on condition that the Commissioner withdraw the complaint filed with the insurance commissioner. The Commissioner agreed, provided the adjuster who made the fraudulent settlement be discharged. The adjuster was discharged and the case involved is now proceeding in a regular and lawful manner.

The case against the stock company before the insurance commissioner is a different story. The company contested the case before the insurance commissioner and the latter decided he had no authority to set aside a court order and dismissed the complaint. The compensation Department then had the case brought before the district judge who approved the bargain settlement. The judge set aside the settlement order and the case is now pending before the district court to be heard on its merits.

It is hoped by the Department that the practice of a few adjusters making unlawful settlements in compensation cases has been broken up. The companies who do a legitimate compensation business complain of the unfair competition on the part of a few companies who attempt to make a profit at the expense of the injured workers.

There were five of these unlawful "bargain" settlements made during 1921. They involved an amount totaling approximately \$5,000 that the injured workers had practically agreed to cheat themselves out of. However, the full amount due them under the law will be paid.

During the last year and a half, compensation, when due, and medical and hospital expenses were paid without a dispute in approximately 17,000 cases.

Where the first payment of compensation is delayed beyond the time provided by law, it is, in most instances, the fault of the employer who failed to report the accident to the insurance company; or to the injured person who, through ignorance as to the provisions of the law, neglected to report the accident to his employer.

There was a large increase in the number of contested cases during the last year and one-half. During this period 367 cases were heard. During 1919-1920 286 cases were heard; or a total of 653 cases. During the two years previous to the present administration 74 cases were heard by the Commissioner. Before the 1921 session of the legislature it was very evident to the Department that something must be done to take care of the increase in the number of contested cases coming before the Commissioner for hearing. An amendment to the law was presented to the legislature giving the Commissioner authority to deputize other employees of the Department to hear cases. This amendment prevented the Commissioner being overwhelmed with hearings. It is not uncommon now for the Commissioner and the investigator to hear four cases a day in Omaha, while on the same day the Chief of the Division of Compensation in Lincoln will be hearing a case. In April, 1921, the Commissioner was 51 cases behind. The new amendment went into effect July 28, 1921. Since then the Department has been able to keep up with the cases that pressed for hearings. Each one of these cases consumes a half day; occasionally they run into several half days. This, with seemingly inevitable postponements, would consume nearly every working day of the Commissioner's time, had it not been for the new amendment to the law.

Industry was responsible for thirty deaths during 1921, and 15 during the period from January 1, 1922, to July 1, 1922. There were 28 deaths from accidents during 1919 and 50 in 1920. This would make a total of 123 during the three and one-half years of the present administration.

The supreme court decision in the Ulaski vs. Morris Packing Company case settled for all time the dispute between the adjusters of the various insurance companies and self-insured corporations, and the Department, as to the interpretation of paragraph 3 of article 3662, section 112 of the compensation law. This question was in dispute from July, 1920, until the Ulaski decision was handed down. The commissioner held that an injured worker was entitled to compensation for temporary total disability from the date of injury up to the time it was determined that the injured person had a permanent injury; after compensation had been paid for temporary total disability, then the injured worker was entitled to additional compensation for permanent disability. The Department's interpretation as the rule made in the Ulaski case was written into the compensation law by the 1921 legislature. This is very important to the injured workers of the state; its importance being fully understood by the insurance adjusters and the Department of Labor, if not by the workers. The decision in full is printed in another part of this report.

After floundering around from pillar to post for more than two years, the Department, early in the summer of 1921, finally secured

permanent headquarters for its branch office in Omaha. The quarters are located on the ground floor of the Douglas County Court House. The equipment in the office is the property of the Department of Labor of the state. Contested compensation cases are heard in this office, and whenever more than two cases a day are heard, an idle court room in some other part of the building is secured for the hearing. To this office, come all the workers with compensation complaints, wage complaints and labor law violation complaints. Fridays and Saturdays are particularly busy days, as the Commissioner is in town. There is no Saturday half holiday for the employes of this Department so long as there is any person in the office in search of information or assistance. When it is understood that half the accidents in the state, or 500 a month, occur in Omaha, the importance of this branch office can be appreciated.

#### UNLIMITED MEDICAL AMENDMENT

At the 1921 session of the legislature this Department fathered an amendment to the compensation law, providing for unlimited medical attention to injured workers who might require such attention on account of unusually severe injuries. Some of the employers of the state did not favor this amendment because of a fear that the medical expense would run so high that insurance companies would increase the rates. Up to July 1, 1922, the new amendment was in effect eleven months; during that time the medical expense exceeded \$200 (the limit under the old law) in twenty-four cases.

The following table shows the name of the injured person, the class of industry in which the accident occurred, and the amount of medical and hospital expense in each case:

|                                                |           |
|------------------------------------------------|-----------|
| W. D. Golike, river construction .....         | \$ 222.00 |
| Alex Brown, building construction .....        | 203.50    |
| Edward Self, county road grading .....         | 209.05    |
| Neal Brown, harness factory .....              | 351.00    |
| August Schade, bakery .....                    | 257.75    |
| J. H. Kaufman, Ford Motor Company .....        | 215.50    |
| J. B. Breedlove, furniture store .....         | 232.00    |
| Simon Bruce, plumbing industry .....           | 365.14    |
| W. R. Nelson, telephone industry .....         | 232.75    |
| Herman Warmbier, creamery industry .....       | 225.25    |
| Harry Porter, railroad construction work ..... | 201.75    |
| R. B. Plummer, Drug Co. truck driver .....     | 607.30    |
| Frank Shelton, carpenter work .....            | 908.88    |
| J. Nrgkoli, meat packing industry .....        | 286.50    |

|                                                    |                |
|----------------------------------------------------|----------------|
| J. G. Merriman, coal wagon driver .....            | 275.00         |
| Wm. Ruser, street railway employe .....            | 249.00         |
| Howard Hopkins, excavation work .....              | 465.60         |
| J. L. Lyckholm, newspaper mailer .....             | 413.88         |
| Albert Gordon, meat packing industry .....         | 271.90         |
| Robert C. Peterson, electrical contract work ..... | 220.57         |
| John Davis, building industry .....                | 422.40         |
| George Jenkins, truck driver .....                 | 254.90         |
| Amos Merriman, telephone industry .....            | 211.75         |
| H. E. Thompson, automobile painting.....           | 318.50         |
| <br>Total .....                                    | <br>\$7,621.87 |

Before this new amendment went into effect, the insurance companies paid the \$200 limit and then the injured man paid the remainder if he had it. Otherwise the surgeons and hospitals failed to receive their pay. Sometimes the injured man would be compelled to go without treatment. Other times he would go to the county hospital or to a free medical clinic. There were times, however, when the insurance companies would spend much more than the \$200 limit for surgical treatment in an effort to reduce the per cent of loss of use of a member and thus save the cost to them in compensation for loss of such member. The Commissioner is of the opinion that this amendment to the law is just and humane; that the industry should pay compensation for disabilities suffered by the workers, but that a few dollars should not stand in the way of restoring the victims of industrial accidents to former normal physical condition.

Nebraska surgeons are doing wonderful work in repairing arms, legs and backs.

In only two instances have we had injured men who unreasonably refused to submit to surgical treatment. In one of these instances the injured man, 32 years old with a wife and three children, refused to submit to an operation to repair both legs at the ankles. He preferred to stay on the compensation pay roll for life rather than be repaired and go back to work. In this case the Commissioner made an order directing him to submit to surgical treatment. He refused, and appealed the case to the district court. The district court reversed the order of the Commissioner and the insurance company appealed the case to the supreme court, where it is now pending. If the supreme court decides the man does not have to submit to reasonable surgical treatment to restore him to somewhere near normal physical condition, it will not be very discouraging to the Department, for the reason that we have so few out of so many thousand who refuse treatment. The many who gladly and willingly accept surgical treatment so that they may be repaired and go back to work offsets many, many times the few who balk, so that they may stay on the compensation pay roll indefinitely.

## SUPREME COURT DECISIONS

It may be of interest to the public to read a statement of the compensation cases which have been appealed to the supreme court and the disposition made of them by that body.

In the following cases the award of the Commissioner was sustained:

- 1-3 Mary Rooney vs. City of Omaha.
- 1-8 William D. Anderson vs. George Kiene and Wm. Busch.
- 1-34 Addie E. Crowley vs. Lincoln Gas & Electric Light Company.
- 1-49 John E. Perry vs. W. L. Huffman Automobile Company.
- 2-55 Jennie M. Blanchard vs. Farmers Grain & Supply Company.
- 2-26 Western Newspaper Union vs. Arthur Dee.
- 3-129 Walter Pelecki vs. Morris Packing Company.
- 3-176 Melvin B. Chadwick vs. Intermountain Railway, Light & Power Co.
- 4-9 Arthur M. Shivers vs. T. M. Cohagan.
- 4-32 Frank Ulaski vs. Morris Packing Co.
- 4-47 Henry Duhrkopf vs. George Bennett.
- 5-81 Earl E. Sharp vs. Great Western Sugar Company.
- 2-48 Julia Socha vs. Cudahy Packing Co.
- 3-34 George Troxcil vs. Morris Packing Co.
- 1-50 Abel Construction Company vs. William Goodman, sustained and modified.
- 3-82 F. S. Prince vs. Swift Packing Company.
- 1-6 Updike Grain Co. vs. Albert Swanson, award increased.
- 3-73 E. W. Poast vs. Merchants Express, award increased.
- 3-148 Edward L. Simon vs. H. J. Cathroe Co.
- 4-65 Adolph G. Majowich vs. Morris Packing Company.

In the following cases the decisions of the commissioner were reversed by the supreme court:

- 1-27 Catherine Cassil vs. Omaha Smelting Company.
- 3-4 Myrtle E. Christianson vs. Protector Sales Company.
- 3-36 John P. Ray vs. School District of Lincoln.
- 3-48 Nettie Mecomber vs. City of North Platte.
- 3-49 Mary Rogers vs. City of North Platte.
- 3-53 Jonathan A. Bridger vs. Lincoln Fuel Company.
- 4-86 William J. Shewan vs. Petrow & Giano.
- 4-125 William M. Gaskill vs. Jake Kaplan.
- 3-61 Elizabeth Urak vs. Morris Packing Company.

In the cases of John P. Ray, Nettie Mecomber and Mary Rogers, the same principle was involved, the supreme court holding that the state and every governmental agency created by it did not come within the provisions of the act, for the reason that they were not run "for gain or profit." However, these cases are now compensable under the law.

The following compensation cases are pending in the Supreme Court:

3-179 Joseph C. Copeland vs. Max Orkin.

5-12 Carl J. Nosky vs. Farmers Union Co-operative Association.

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### THE ULASKI CASE

In April, 1919, the principle involved in the Ulaski case first came to the attention of the compensation Department. The paragraph in the law covering the issue in the case is as follows:

"For all disability resulting from permanent injury of the following classes, the compensation shall be exclusively as follows:" 3662 sub-div. (3.).

Then follows the schedule of compensation allowed for loss of fingers, hands, legs, etc.

On April 11, 1919, the Commissioner wrote the following letter to the attorney general's office for an opinion:

April 11, 1919.

"George W. Ayres,  
Deputy Attorney General,  
State House,  
Lincoln, Nebraska.

Dear Sir:

Will you kindly give the Compensation Commissioner an opinion on the following question:

Accident occurs on 14th day of November, 1918. Fourth or little finger is injured. Physician for employer endeavors to avoid amputation if possible, and does not remove injured member until February 3, 1919, approximately twelve weeks from the date of the accident. Under the law, this would only leave three week's time for the injured party to recover from the operation and resume his vocation—admittedly too short a time for such a recovery.

The question now arises as to whether the specified period of fifteen weeks for the loss of the fourth finger should run from the date of the injury or from the date of the dismemberment.

An early opinion on this question would be greatly appreciated.

Yours respectfully,

F. A. KENNEDY,  
Compensation Commissioner."

Following is the Attorney General's reply:

April 13, 1919.

Mr. F. A. Kennedy,  
Deputy Compensation Commissioner,  
Lincoln, Nebraska.

Dear Sir:

You say:

Accident occurs on 14th day of November, 1918. Fourth or little finger is injured. Physician for employer endeavors to avoid amputation if possible, and does not remove injured member until February 3, 1919, approximately twelve weeks from the date of accident. Under the law, this would only leave three weeks' time for the injured party to recover from the operation and resume his vocation—admittedly too short a period of time for such a recovery."

You inquire whether the specified period during which under the compensation law an injured employe is entitled to recover compensation for the loss of a finger should begin to run from the date of the injury or from the date of the dismemberment.

The question which you propound is not entirely free from doubt. I am of the opinion, however, that the proper course for your office to pursue, unless and until the courts hold otherwise, is to allow compensation for such an injury for a period of fifteen weeks, beginning with the date of the dismemberment. To hold otherwise in such a case might lead to consequences not only unexpected but absurd.

To illustrate: Suppose for the purpose of the argument that in a case of serious injury to the little finger of an employe, an attempt to save the finger should be prolonged until payment for more than fifteen weeks of temporary total disability had been made and finally the attempt would fail and the finger be amputated. In such case, the party injured would owe the employer something because of overpayment if it should be held that the fifteen weeks for which compensation is allowed for the loss of a little finger should begin to run at the time the injury occurred, and not at the time of the actual dismemberment. In other words, the party injured would, so far as the "Workmen's Compensation law" is concerned, receive less compensation because of the loss of his finger than he would receive if it were saved.

This, I take it, cannot have been the legislative intent.

Yours very truly,

CLARENCE A. DAVIS,  
Attorney General.

By GEO. W. AYRES,  
Deputy Attorney General.

From this period until the decision of the supreme court was handed down, on October 14, 1921, the interpretation of the above mentioned paragraph was continually in dispute between the adjusters of insurance companies and self insured employers and the compensation Department. Sometimes the insurance companies paid according to the interpretation of the law placed on it by the Attorney General's office but always under protest. They never seemed anxious to go to the supreme court for a decision. Finally the Ulaski vs. Morris Packing Company case was appealed from the Commissioner's award to the district court and then to the supreme court. When the case reached the supreme court, Kennedy, Holland, DeLacy & McLaughlin of Omaha appeared as friends of the court to plead for the insurance companies interpretation of the law.

On the other hand Lester L. Dunn of the Department of Labor, and Jackson C. Chase, of the Attorney General's office, appeared as friends of the court on behalf of the Compensation Commissioner.

Following is the decision of the supreme court in full:

**ULASAKI V. MORRIS & COMPANY (No. 22191).**

(Supreme Court of Nebraska. October 14, 1921).

(Syllabus by the Court)

1. Master and servant 418(6)—District court's finding on conflicting evidence in compensation case conclusive.

"Where the district court in workmen's compensation case finds on substantially conflicting evidence, that the employe was injured in a particular manner, such finding of fact will not be reversed on appeal unless clearly wrong."

Swift and Company vs. Prince, 106 Neb.—183 N. W. 557.

2. Master and servant 387—Compensation allowable for loss of finger stated.

Where the injured employe suffered 25 per cent partial permanent loss of the normal use of his second or middle finger of his right hand, the extent of the injury not being ascertainable until 10 weeks after the accident, then he is entitled, under Rev. St. 1913, 3662, as amended by Laws 1917, c. 85, to compensation for the period of 7 1-2 weeks, at \$15 a week, commencing, not with the day of the accident, but with the day when the extent of the injury is ascertainable, and in addition is entitled to \$15 a week for 10 weeks.

3. Witnesses 28(1)—Expert only entitled to statutory fee.

"One testifying as an expert on a subject requiring special knowledge and skill, in the absence of a special contract, is entitled only to the statutory fee." Main vs. Sherman County, 74 Nebraska. 155, 103 N. W. 1038.

(Additional Syllabus by Editorial Staff)

4. Master and servant 420—Attorney's fee allowed compensation claimant held reasonable.

Seventy-five dollars, allowed compensation claimant by district

court on appeal, held a reasonable attorney's fee provided for under Rev. St. 1913, 3666, as amended by laws 1917, c. 85, and Laws 1919, c. 91.

Appeal from District Court, Douglas County; Wakeley, Judge.

Application by Frank Ulaski to the Compensation Commissioner for an award under the Workmen's Compensation Act, opposed by Morris & Company, employers, in which an award was made and upheld and increased on appeal to the District Court, and the defendant appeals. Modified and affirmed.

James C. Kinsler of Omaha, for appellant.

A. H. Bigelow of Omaha, for appellee.

Heard before Morrissey, C. J. and Aldrich, Day, Dean, Flansburg, and Rose, J. J.

Aldrich, J. On September 11, 1920, Frank Ulaski, an employe of defendant, was injured while in the course of his employment. He was what is called a "beef lugger." On that day he says that a beef fell from an overhead rail, and in catching it a bone sliver was forced into the first joint of the middle finger of the right hand. The defendant's physician administered some iodine and bandaged the finger and he had daily dressings at the doctor's office. In the meantime an infection developed and it became necessary to open the wound. Finally, he was sent home, where he stayed during the succeeding week and two days. He was treated daily by the company physician and his finger was repeatedly lanced. He returned on September 29, under direction of the company's physician, and was assigned a lighter task in which he did not have to use the injured finger.

On October 1, he was called to the office and given a check for \$5 to cover his compensation for two days, the 27th and 28th of September, the first week being exempted by law. He signed a release; and then returned to work and was required to do work that necessitated the use of his finger. He told the foreman he could not do that work because of his sore finger. An altercation ensued and he was permanently discharged. This discharge occurred about two hours after he had signed the release, and, notwithstanding his discharge, he was treated by the company physician for several days afterwards. Later while his finger was still swollen and open, the company physician refused him further treatment. It was on October 7, that he was refused further compensation, and then he went to the compensation commissioner, who informed the company's claim agent and told him that Ulaski was at that time entitled to a week's compensation. Ulaski then went to the company's office and was paid the sum of \$15 and was required to sign two releases. His finger was at that time still sore and swollen. He returned to the defendant company on November 16, seeking work. The defendant company had not at that time begun to lay off men, although they refused him employment. It is claimed that plaintiff was not yet in condition to work and was not able to use the knife. Even at this time his finger was in such condition that he was unable to work and was forced to quit after shoveling coal for a few hours. January following he applied for compensation, was awarded a hearing and was allowed additional compensation. Upon a hearing in the district court being had, the trial court among other things held that—

"The plaintiff have and recover from the defendant company, in addition to the sum already paid, compensation at the rate of \$15 per week for a period of 17 1-2 weeks, all of which is now due and payable forthwith; that the defendant company be and it is hereby ordered to pay to plaintiff the sum of \$75 for attorney's fee in this court, and to pay

to the plaintiff for expert witness fees charged as costs the sum of \$50, and to pay into court the costs of this suit; that, unless said payments are made forthwith, the defendants shall also pay 50 per cent of the said compensation for 17 1-2 weeks as the statutory waiting time."

From the judgment so rendered the defendant appealed.

(1) In *Swift & Co. vs. Prince*, 106 Neb.—183 N. W. 557, the court said:

"The trial court saw the witnesses and heard their testimony, and its findings, upon conflicting evidence, should not be disturbed. It is the rule in cases of this kind that finding of fact, supported by sufficient evidence, or findings of fact on substantial conflicting evidence, will not be reversed unless clearly wrong."

The rule announced in the *Prince Case* is applicable to the facts before us and we adhere thereto. The finding of fact is amply supported by the record. The court was justified in allowing *Ulaski* 10 weeks for total disability in addition to the week and two days formerly allowed by the court under the finding of fact.

(2) The record shows conclusively that plaintiff was allowed 10 week's compensation for time lost dating from October 7, 1920. After he had rested and had had time to make improvement it was further found that he had lost 25 per cent of the normal use of his injured finger. His loss altogether, then, was 10 weeks for total disability and 7 1-2 weeks for permanent partial loss of the finger, making a total loss of time of 17 1-2 weeks at \$15.00 a week, as provided by statute. The defendant refused to pay the award as made by the Compensation Commissioner. Then the case was tried in the district court and the decision of the Compensation Commissioner affirmed.

As appears of record there was total disability of 10 weeks, and according to the spirit and intent of the statute the plaintiff was entitled to a recovery of \$15 a week pending that time, and to a permanent partial disability for a period of 7 1-2 weeks. This in the aggregate constitutes the total loss of the plaintiff for the entire time of the injury, and we concur in the finding of the court in this regard as it is simply sustained by the record. This case is not unlike the principle found in *Addison vs. Wood Co.* 207 Mich. 319, 174 N. W. 149. The principles of the statute as applied to this case are fully discussed and the application of the law which we follow is made. We adhere to the principle of law therein involved. It is in point in the instant case. We believe the court was right in allowing a total disability for a period of 10 weeks and was correct in allowing permanent partial disability at the rate of \$15 a week. The requirements of the statute have been amply complied with and the court has met the situation as shown in plaintiff's case.

We are not unmindful of the fact that in the discussion and conclusion of the instant case there are cases holding a different principle and conclusion from what we have arrived at, but at the same time we believe that our conclusion has the support of law and does ample justice to the parties under these facts.

(4) On the question of attorney's fees, section 3666, Rev. St. 1913, as amended by chapter 85, Laws 1917, and chapter 91, Laws 1919, provides as follows:

"Whenever the employer refuses payment, or when the employer neglects to pay compensation for thirty days after injury, and proceedings are had before the Compensation Commissioner, a reasonable attorney's

fee shall be allowed the employe by the court in the event the employer appeals from the award of the commissioner and fails to obtain any reduction in the amount of such award, the appellate court shall in like manner allow the plaintiff a reasonable sum as attorney's fees for the appellate proceedings."

The \$75 so allowed by the trial judge is correct and just and we affirm it. It follows that defendant must pay the costs of this suit.

(3) There is, however, no provision in the law for the payment of expert witness fees. The expert witnesses are therefore allowed the usual and lawful witness fee, and no more. *Main vs. Sherman County*, 74 Neb. 155, 103 N. W. 1038.

The judgment of the district court is affirmed except as modified herein. It is ordered that the court disallow the expert witness fees in the amount of \$50, and that the expert witness recover only the usual and lawful witness fees; and that defendant receive credit for one and one-third week's compensation which defendant has already paid on plaintiff's claim. It is further ordered that defendant pay an attorney fee for plaintiff, as costs, in this court, in the sum of \$100.

Affirmed as modified.

#### A QUESTIONNAIRE ON THE COMPENSATION LAW

A group of Ohio manufacturers and employers called the "Impartial Committee on Workmen's Compensation" sent this Department a questionnaire on the administration of the Compensation Law. The questions asked and answered may be of interest to the employes and workers of Nebraska. For that reason the questionnaire is printed in full as follows:

#### REGULATION OF INSURANCE CARRIERS

1. What reserves are required? Workmen's Compensation Insurance which is generally written for a period of one year, carries a reserve of 50 per cent of the net amount of premiums in force. If by chance a policy is written for a period of more than one year, the amount set aside as a reserve would be the pro rata amount unearned. In addition to the said reserve as explained, a special reserve is required to be maintained by the Workmen's Compensation Companies for unpaid compensation losses, which is arrived at by using Schedule "P," which is found in the Annual Statement blanks adopted by the National Convention of Insurance Commissioners. This latter reserve is a computation based upon the company's own experience.

2. What provisions do you have regarding the solvency of a carrier? The solvency of a Compensation Insurance Company is recognized when the said company has over and above all liabilities, a workable surplus which is determined by the Insurance Department of this State, from which information is transferred to our department.

3. Do you use the standard reserve law? The reserves required to be maintained by the State of Nebraska are those which are usually termed standard, with the addition of Schedule "P" as explained above, which is a ruling of the Insurance Department of this State.

4. If not, what is in practice? Need not be answered.

5. How do you regulate the operation of private insurance carriers? The same careful attention that is given to the stock or other companies.

## CLAIM ADJUSTMENT.

1. How do you regulate claim adjustment? We see that they are made in conformity with the law.

2. What safeguards are provided which protect the employe against undue delay in the payment of claims by Insurance carriers? Fifty per cent penalty may be added by the Commissioner or the Court.

3. What per cent of claims for compensation were paid when due for the years 1919, 1920 and 1921, divided among stock, mutual, self-insurer, State Fund, reciprocals? Percentage cannot be given. During 1919 there were a large number of claims where payments were delayed among all companies and self-insured. During 1920-21 one self-insurer had a number of delayed claims. During 1920-1921 the employers were responsible for delayed payments by insurance companies due to their failure to report accidents.

4. Likewise, what per cent of compensation claims were controverted according to the different types of carriers or claimant for the above period? Total number of accidents 36,305. Contested Cases: Stock companies, 329; self-insured, 286; Mutual, 34; Reciprocal, 4. Total controverted cases, 653.

5. Likewise, what per cent of those controverted were appealed to the courts during the same period? One hundred and fifty-eight cases were appealed.

6. Can the license to practice workmen's compensation insurance be revoked by the Industrial Commission or Insurance Commission for failure to pay compensation claims promptly? Insurance Commissioner or Compensation Commissioner.

7. Do you provide a penalty for unnecessarily delaying compensation payments? Yes; 50 per cent added.

8. What percentage of claims are heard before a referee or a board? All cases heard by the Commissioner, or an assistant deputized by the Commissioner.

9. What percentage of claims are appealed from the referee or board to the lower court? See question five.

10. What per cent to the higher court? Approximately 5 per cent.

11. What percentage of cases are won by

- (a). Employe?
- (b). Compromise?
- (c). Carrier?

A. 72 per cent; B. 8 per cent; C. 20 per cent.

12. What type carrier controverts the most claims

- (a). Stock?
- (b). Reciprocal?
- (c). Mutual?
- (d). Self-insurer?
- (e). State Fund?

See question number 4.

13. What are the principle reasons for controversies? The question of liability.

**COMPENSATION**

1. What is the maximum and minimum amount of compensation payable under your Act? \$15.00 maximum, \$4.50 minimum.

2. What is the maximum and minimum fatal award? \$5,400; including \$150.00 burial benefit; minimum, depending on the degree of dependency.

3. What is the percentage of wages? 66 2-3 per cent of the wages.

4. What is the waiting period? Seven days, where disability is for a period of less than six weeks. Six weeks or more no waiting period.

5. When is compensation payable? Compensation is payable on the eighth calendar day.

6. Do you require the carrier to notify you when compensation payment was started? Yes, by periodical reports.

7. What police power is the commission clothed with to enforce this? Power to revoke license for failure to comply with rules of commission.

8. Do you require the carrier to notify the commission when compensation has been terminated? We do.

9. How can you enforce this requirement? See No. 7.

10. Do you check over each case to determine that the proper amount of compensation has been paid? We do.

11. How long after the date of injury can the claim be re-opened after closed? One year after last payment of compensation.

12. Upon what evidence is the adjudication of claims made? On the evidence of doctors.

13. Can the employer be sued at common law if

- (a) He fails to abide by the order of the commission?
- (b) Willfully negligent?
- (c) If he violates the safety laws?
- (d) If he fails to insure his risk?

- (a) Sue on the commissioner's award and execute on judgment.
- (b) No. (c) Never tested by the supreme court. (d) Yes.

14. What defenses remain for the employer under such circumstances? (a) None. (b) Cannot be sued. (c) Defenses not allowed: "That the employe was negligent, unless and except it shall also appear that such negligence was willful, or that the employe was in the state of intoxication; (b) that the injury was caused by the negligence of a fellow-employe; (c) that the employe had assumed the risk inherent in, or incidental to, or arising from the failure of the employer to provide and maintain safe premises and suitable applicancies." (d) never been tested by the supreme court.

15. Do you require every employer to show that he has secured the payment of compensation for his injured employes? No: we require the Self-insured or the insurance company to make the showing.

### EXPENSES

1. If you have a State Fund, how are the expenses borne? No State Fund.
2. Does the State Fund pay taxes? If so, how much? No.
3. What is the expense ratio to the amount of premiums collected? See No. 1.
4. How are the administrative expenses borne? General funds of state.
5. Does the State Fund regulate the acquisition expense of the insurance carriers? No state fund.
6. Are the carriers required to spend the minimum amount for accident prevention work? No requirement.
7. If a medical examination is authorized by the Industrial Commission to determine the merits of the claim which has been controverted, who ultimately pays the cost of such an examination and how much is usually paid? Self-insurer or insurance company pays for examinations. Usual charge \$5.00.
8. What provision do you have relating to or providing for a catastrophe fund? No provisions.
9. What provision do you have for the payment of a subsequent injury resulting in a permanent total disability? Compensation paid only for subsequent injury.
10. Does the insurance carrier or employer pay for the second injury and a special fund to care for the pension? Self-insurer and insurance company pay for subsequent injury.

### RATING SYSTEM

1. Are the Workmen's Compensation rates regulated by the State? No.
2. Are your rates regulated as to adequacy and reasonableness or adequacy alone? See regulated.
3. Does your rating system provide for merit rating including schedule and experience? No rating system.
4. What disadvantages do you believe result from a merit rating system? None.
5. What is your opinion on the advantages of a merit rating system? Should be encouraged.
6. If you do not have a merit rating system, what system of rating is practiced? Insurance companies have merit rating system.
7. If a State Fund is operated, is its basis of rating the same as the insurance carriers? No State Fund.
8. If not, what is the advantage to the State Fund? No State Fund.

## ADMINISTRATION

1. How many Commisioners do you have? One.
  - (a) What is the salary of the Chairman? \$5,000 per year.
  - (b) What is the salary of the members? No members.
2. For how long are the members appointed? Commissioner appointed for two years.
3. Of what does the membership of the commission consist? The Commissioner.
4. Who appoints the Commissioner? The Governor.
5. Do you have a state fund manager? No.
6. How is the state fund manager appointed? No manager.
7. How can this amount be exceeded? No limit.
8. What is the salary paid to him? No manager.
9. Is the state fund operated independently from the commission? No State Fund?
10. What jurisdiction does the Industrial Commission have over the fund? No fund.
11. Has your state department undergone any re-organization within the last four years? Complete re-organization of the Department in 1919.
12. How is the Workmen's Compensation Act administered since the re-organization? System of keeping records and respnsibility centralized.
13. How was the Workmen's Compensation Act administered before the re-organization? We would rather not answer that question.
14. What advantages have accrued from the re-organization? The office has been systematized and a closer supervision of the cases maintained.

## ACCIDENT PREVENTION

1. Do the carriers do any accident prevention work for their policy holders? Yes.
2. Which of the stock, mutual, self-insurer, reciprocal or state fund do the most effective work? Stock companies.
3. Do the carriers make inspections of plants? Yes.
4. How often are these inspections made? Depends upon the hazard.
5. Are the recomendations generally filed by these inspectors intelligent ones? Yes.
6. Are the inspectors mechanical engineers? Mostly.
7. If not, what type of men usually are employed? Practical men.
8. What are the powers of the Commission or the Insurance Commissioner with regard to enforcing accident prevent work? Covered by statute.
9. What is the effect of this work? Reduction of hazard and maintenance of safer premises.

10. Does the Industrial Commission, directly, do any accident prevention work? Yes.

11. Do you require every accident to be recorded to you? Every accident requiring medical aid.

### MEDICAL

1. Does your law provide for the establishment of first aid room where there are one hundred or more employees? No.

2. What is the type medical attention given by the insurance carriers? Usually first class.

3. Is the employe compelled to accept medical treatment provided for by the employer or carrier? Yes, except cases of dismemberment and major surgical operations.

4. Can the employe choose his own physician? If he pays the expense himself.

5. Do the carriers employ reputable and competent men? Yes.

6. Is there a limitation to the amount that can be expended for medical treatment? No.

7. How can this amount be exceeded? No limit.

8. Do the insurance carriers exceed this amount when necessary or does the commission have to place an order against them to furnish additional treatment? No limit.

9. Do the insurance carriers provide any unusual medical service? When the medical was limited, they did.

10. What type clinics and hospitals do the carriers conduct? None.

11. What police power is given the commission to enforce proper and equitable medical attention? None necessary.

12. To what extent do the insurance carriers rehabilitate the industrial cripple? No rehabilitation on the part of the insurance company or Self-insurer. Rehabilitation inaugurated in 1921 by government and State Fund in connection with the State University, under the direction of the State Board of Vocational education and the State Department of Labor.

## HEARINGS BY THE COMMISSIONER

Following is a brief story of each of the 653 cases heard by the Commissioner during the years 1921 and up to July 1, 1922:

### DOCKET TWO

**2-7: David Blumenthal vs. Thomas Z. Waite, Omaha.**

(Insurance Carrier: New Amsterdam Casualty Co.)

On October 3rd, 1918, while in the employ of plaintiff, as a butcher, defendant strained the ligaments of his right side while lifting a case of meat. Compensation was paid until January 25, 1919. A petition was filed to have the Commissioner determine what, if any, further compensation was coming to the defendant. On November 12, 1920, plaintiff asked that case be dismissed.

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### DOCKET THREE

**3-107: J. P. Burnette vs. Nebraska Cement Company, Superior.**

(Insurance Carrier: Ocean Accident and Guarantee Corp.)

On October 8, 1919, while in the employ of defendant company, plaintiff while stepping over to look at a clutch foot, slipped and fell on a moving cog wheel and drive shaft of stoker. His left leg and abdomen and left ankle were injured. A hearing was had on January 25, 1921, and on reports of two doctors it was held that plaintiff had suffered 50% of the loss of use of left leg. He was allowed 107½ weeks compensation at the rate of \$15.00 each week, together with medical and hospital expenses.

**3-108: Irene Murphy vs. City of Omaha.**

On July 23, 1919, Frank Murphy, husband of plaintiff, died as the result of a gunshot wound received while attempting to arrest Jud Tobias, July 16, 1919. A petition was filed praying for compensation under the Nebraska Workmen's compensation law. On November 30, 1921, the case was dismissed at the request of plaintiff, because of the Supreme Court decision in the case of J. Rooney vs. City of Omaha.

**3-127: Jack Branaugh vs. Ensign Omnibus & Transfer Company, Lincoln.**

(Insurance Carrier: Ocean Accident and Guarantee Corp.)

On August 2, 1920, while in the employ of defendant company a truck upset and plaintiff cut his foot and shin and bruised his arm. A petition was filed September 8, 1920. Subsequent thereto and previous to a hearing, compensation was paid and the case dismissed.

**3-129: Walter Pelecki vs. Morris Packing Company, Omaha.**

On July 29, 1920, while in the employ of the defendant company, plaintiff cut the nerves and ligaments in thumb of left hand. A final settlement receipt was taken from plaintiff on September 3, 1920 and \$60 paid in compensation. September 10, 1920, a petition was filed.

The company doctor testified that he treated the injured man 55 times at the plant first aid station after he signed the final receipt on September 3. A hearing was had on December 7, 1920, and compensation was allowed from date of accident, July 29, 1920, until disability shall have ended, with the 50% penalty for delayed payments of compensation. Appealed. District and supreme court affirmed the decision of the commissioner.

**3-133: U. S. F. & G. vs. Ocean Accident and Guarantee Corp. and Mrs. Mary E. South, Lincoln.**

(Insurance Carrier: U. S. F. & G. and Ocean Accident & Guarantee Co.)

On April 10, 1920, while in the employ of N. R. Soucie, sub-contractor, as a laborer, William South was smothered to death in a ditch. The U. S. F. & G. paid compensation, but in September this company filed a petition praying that the commissioner hold the Ocean Accident and Guarantee Company liable for compensation. A hearing was had March 8, 1921, and it was then stipulated that the U. S. F. & G. pay the compensation and later have the district court determine which company was liable.

**3-138: Alonzo D. Baitey vs. R. A. Heacock Company, Falls City.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On April 28, 1920, while in the employ of defendant company as a bricklayer, plaintiff stumbled over a loose board in attempting to step over a belt and sprained his knee. A petition was filed and a hearing had on March 23, 1921. Compensation was allowed for three weeks at \$15.00 each week, together with medical and hospital expense.

**3-140: Louis O. Medley vs. Condon & Bolen, Omaha.**

(Insurance Carrier: New Amsterdam Casualty Co.)

On October 15, 1919, while in the employ of defendant company as a steam shovel man, plaintiff alleged he injured his back and spine. After the petition and answer were filed the case was set for hearing five different times between February 18, 1921, and July 8, 1921. The plaintiff did not show up at any of the hearings. On September 12, 1921, the attorney for plaintiff notified the department that he could not locate the plaintiff, and the case was dismissed.

**3-147: Brandeis Investment Co. vs. Hazel Hoden, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

On July 7, 1919, while in the employ of plaintiff company as an elevator operator, defendant's right foot was caught between elevator and floor and crushed, causing a compound fracture of the leg above the ankle. Compensation was paid for thirty-nine weeks, when plaintiff filed a petition to have a hearing to determine the disability resulting from the accident. A hearing was had on February 10, 1921, and compensation for 30 per cent of the loss of use of the foot was allowed being 37½ weeks at \$8.40 each week, in addition to what had been paid, together with medical and hospital expenses as provided by law. Case appealed. Later case dismissed and compensation paid.

**3-149: Laura Stillmock vs. Skinner Packing Company, Omaha.**

On May 17, 1920, while in the employ of defendant company, plaintiff suffered an injury to her left foot, caused by a door falling on it. Compensation of \$69.96 and medical expense of \$12.00 was paid. In

October a petition was filed asking for further compensation. A hearing was had November 19, 1920, when two physicians stated that there was no disability. Attorney for plaintiff requested that further examinations be made 30 days hence. On January 5, 1921 one doctor made a further examination and again reported no disability. Case dismissed.

**3-157: Paul H. Cole vs. Nebraska Printing Company, Lincoln.**

(Insurance Carrier: Travelers Insurance Company.)

On October 10, 1918, while in the employ of defendant company as a laborer, plaintiff broke his left ankle, dislocated his shoulder, and injured his spine. Compensation was paid from October 10, 1918, until March 9, 1919. A petition was filed October 28, 1920, praying for additional compensation. After the petition was filed and before the case was heard a settlement for \$350.00 was agreed upon between the injured man and the insurance adjuster, with the approval of the Commissioner, and the case was dismissed.

**3-158: Madge L. Feder vs. W. I. Assenmacher Company, Lincoln.**

(Insurance Carrier: Ocean Accident and Guarantee Corp.)

On March 1, 1920, while in the employ of defendant company, as foreman, Frank L. Feder, deceased, was struck on the head by a quarter of a brick. He worked until April 1, 1920, but suffered headaches from day of accident. Quit work on April 1; was operated on September 21, at Mayo hospital, Rochester, Minnesota, and died September 22. A hearing was had March 2, 1921, and compensation allowed his widow for 350 weeks at \$15.00 each week together with \$150 funeral benefit, and medical and hospital expenses as provided by law. The case was appealed June 2, 1921; a lump sum settlement for \$2,800 was agreed to by the parties at interest and the same was approved by the Commissioner.

**3-160: Roy McGinnis vs. Cudahy Packing Company, Omaha.**

On June 12, 1920, while employed by defendant company, plaintiff strained his back while lifting a box of meat. From date of injury to date of hearing November 17, 1920, plaintiff showed loss of six weeks time from work. Compensation was allowed for six weeks at \$15.00 each week, together with medical expenses of \$4.00 and doctor bill of \$2.50.

**3-161: William C. Fritz vs. Vaughn Construction Company, Omaha.**

(Insurance Carrier: Maryland Casualty Co.)

On August 14, 1919, while in the employ of defendant company as a carpenter, plaintiff fell from a ladder and broke his left wrist. Compensation was paid for eight weeks at \$15.00 each week. On November 3, 1920, plaintiff filed a petition praying for additional compensation for per cent of loss of use of hand. Before a hearing was had, the insurance company paid \$266.25 for per cent of loss of use of the hand, and the case was dismissed.

**3-162: Charles Cathery vs. Swift & Company, Omaha.**

On August 19, 1920, while in the employ of defendant company, plaintiff suffered a rupture while lifting heavy timber. Company doctor treated plaintiff for nine weeks more or less and then plaintiff was examined by another physician who told him he had a hernia. Com-

pany doctor said he offered to operate but plaintiff was not inclined to accept it or did not understand. A petition was filed November 1, 1920, and a hearing was had February 10, 1921. Compensation was allowed for nine weeks from date of accident at \$15.00 each week together with 50% penalty for delayed payments of compensation for that period; plaintiff was also ordered to submit himself for an operation within thirty days from the date of the award, the same to be paid for by defendant, together with \$15.00 compensation each week, during disability caused by such operation.

**3-166: Willis E. Phillips vs. George Gorges, sub-contractor, and Hugh Murphy Construction Company, Fremont.**

On May 3, 1920, while in the employ of defendants as a laborer, plaintiff received a blow from the handle of a scraper across the left abdomen, which disabled him for three weeks and four days. When the hearing was had, on March 17, 1921, plaintiff was in Creston, Iowa, without means to pay his expenses to the hearing, submitting an affidavit to that effect. The hearing proceeded and compensation was allowed for two weeks and four days at \$12.00 per week, together with the 50% penalty for waiting time also medical expense as provided by law.

**3-167: S. W. Brown vs. Cudahy Packing Company, Omaha.**

Somewhere between the 2nd and 23rd day of September, 1920, while employed as a sheep butcher, plaintiff alleged that he injured the first finger of his right hand. A petition was filed November 13, 1920, at the Omaha branch office and on July 14, 1921, another petition was filed from Sioux City, Iowa. The case was set for hearing three times but plaintiff did not show up. On May 27, 1922, the case was dismissed.

**3-169: A. L. McCandless vs. Sample Hart Motor Company, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

On October 7, 1920, while in the employ of defendant company as a Ford mechanic, plaintiff strained himself while lifting Ford truck bodies. Compensation was paid for one week and then stopped. A hearing was had on February 16, 1921, and compensation allowed at \$15.00 each week from October 12, 1920, until November 29, 1920, together with medical and hospital expense as provided by law.

**3-170: George Johnson vs. Beddeo Clothing Company, Omaha.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On April 22, 1920, while in the employ of defendant company as a collector, plaintiff fractured his left ankle. A petition was filed November 29, 1920, praying for compensation and medical and hospital treatment. After the petition and answer were filed it was agreed that compensation for \$245.00 and medical and hospital expenses of \$136.25 be paid. This was approved by the Commissioner and case dismissed.

**3-171: William Perkins vs. John Cleveland, Holt County.**

Plaintiff alleged that he was injured November 25, 1919, while working with a haybaler. A petition was filed for compensation and repeated requests were made to the plaintiff as to when he would prefer to have the case heard. No reply was ever received from him and the case was dismissed.

**3-172: John Lawlor vs. Union Stock Yards Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On October 8, 1920, while employed as a laborer by defendant, plaintiff injured two fingers of his left hand by having them caught between a wagon and a gate. Compensation was paid for two weeks and one day when a final receipt was taken. On December 1, 1920, a petition was filed asking for further compensation. A hearing was had February 8, 1921, and compensation was allowed for two additional weeks at \$15.00 each week.

**3-173: Alfred O. Johnson vs. James Stewart Construction Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On September 9, 1920, while employed by defendant company, plaintiff was struck near the left eye with a red hot rivet, knocking his head back against a post. Compensation was paid for a period and then stopped. A petition was filed and a hearing had on April 15, 1921. Further compensation was allowed and plaintiff ordered to submit himself for treatment to restore him to former condition. The case was appealed. District court allowed compensation for 54½ weeks, at \$15.00 each week, and \$200 medical expenses.

**3-174: John Smith vs. American Smelting & Refining Company, Omaha.**

On November 5, 1920, while in the employ of defendant company, plaintiff alleged that he sprained his ankle, foot and leg when he slipped from the bottom of a metal pot. Petition was filed December 3, 1920, and a hearing day set for February 16, 1921. Plaintiff did not show up at the hearing and the case was continued. Another hearing day was set for May 3, 1921, and again plaintiff did not make an appearance. Case was dismissed without prejudice.

**3-175: Herbert Giles vs. Martin & Day, Lincoln.**

(Insurance Carrier: London Guarantee & Accident Co.)

On May 14, 1920, while in the employ of defendant firm as a laborer, plaintiff injured his back, broke three ribs and suffered a fracture-dislocation of the right ankle. Compensation in the sum of \$450.00 was paid and then stopped. A hearing was had on January 13, 1921, and compensation was allowed for 30 additional weeks from October 21, 1920, at \$15.00 each week.

**3-176: Melvin B. Chadwick vs. Intermountain Railway Light and Power Company, Holdrege.**

(Insurance Carrier: Travelers Insurance Company.)

On June 28, 1920, while in the employ of defendant company, Orin S. Eidson, grandson of plaintiff, was electrocuted. Compensation was denied. A petition was filed and on July 15, 1921, a hearing was held at Omaha. Depositions were read from witnesses and it was shown the deceased was raised by the grandfather from the time he was a year and one-half old until he grew to manhood; that the boy had contributed to the support of the grandfather, before and after entering the service during the war; that he had made his war insurance payable to the grandfather; that the grandfather actually received the insurance at the time of the hearing; that the grandfather was depending on the boy for his future support. The Commissioner allowed the grandfather the full amount of compensation, namely \$15.00 each week for 350

weeks, \$150.00 burial benefit and medical expense as provided by law. Case appealed. Sustained by the district and supreme courts.

**3-177: Margaret Anderson vs. Armour & Company, Omaha.**

On July 23, 1920, while in the employ of defendant company, plaintiff while employed as a packer in the shipping department in the ham house, ruptured her left side. A petition was filed December 6, 1920. A hearing was had February 9, 1921, and compensation was allowed for 11½ weeks at \$13.44 each week; \$75 doctor bill for operation, medicine and hospital expense, as provided by law. Case appealed. Sustained by district court, penalty added.

**3-178: Charley Balderston vs. Haigler Equity Exchange, Haigler, Neb.**

On July 27, 1920, while in the employ of defendant as manager of elevator at Haigler, plaintiff bruised his right hand in a back fire of an automobile while cranking it. Infection set in and as a result plaintiff lost his ring finger, 85 per cent of his second finger and 25 per cent of the little finger. A hearing was had at Haigler and compensation allowed in the amount of \$738.75 together with medical and hospital expense as provided by law. Case appealed. District court allowed 62½ weeks at \$15.00 each week and \$200 medical expense.

**3-179: Joseph C. Copeland vs. Max Orkin, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

In April, 1920, while in the employ of defendant, Joseph C. Copeland, plaintiff, now deceased, received an injury, resulting in hernia. He was operated on for hernia August 4, 1920, and died December 17, 1920. A petition was filed December 8, 1920, to recover compensation. A hearing was had May 20, and June 20, 1921, and compensation was allowed his widow for 350 weeks at \$15.00 each week, \$150.00 burial benefit and medical and hospital expenses as provided by law. Case appealed. District court sustained the commissioner. Appealed to supreme court.

**3-180: Sam Way vs. Swift & Company, Lincoln.**

On August 12, 1920, while employed by defendant, plaintiff alleged that he was injured by slipping on a step ladder while working on a boiler. He did not lose a day's work after the accident. In November he was discharged from his job. (Plaintiff stated that he would not have filed a petition if he had not been discharged.) Doctor's bill was \$6.00. Compensation was denied and case dismissed.

**3-181: Roberts & Schaefer Construction Company vs. Arthur T. Hull, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On April 11, 1918, while in the employ of plaintiff company as a carpenter, defendant fell 21 feet striking his right leg on the railroad track, crushing ankle and foot, resulting in amputation below the knee, July 29, 1918. After a hearing, Former Commissioner Norman allowed compensation for a total of 175 weeks, less 37 weeks paid up to December 26, 1918. This left 138 weeks compensation, at \$12.00 each week, to be paid from December 26, 1918. The insurance company arbitrarily discontinued paying compensation in the latter part of the year 1920, and on December 10, 1920, filed a petition asking for modification of the award of Commissioner Norman. After a hearing the

Commissioner declined to disturb the previous award, and, further, allowed the 50% penalty for delayed compensation from the last payment made up to the date of this award. Case appealed. Later settled for \$1,503.00.

**3-182: Irene McFillen vs. National Biscuit Company, Kansas City, Mo.**

A petition was filed in this case for compensation for the death of plaintiff's husband, killed while employed as a salesman for defendant company. Before the date of hearing, plaintiff requested that case be dismissed.

**3-183: Mary and Samuel Ream vs. William Dudley, Grand Island.**

(Insurance Carrier: Employers Liability Assurance Corp.)

On June 22, 1920, while in the employ of defendant as clothes cleaner, Vern Ream, 19 year old son of plaintiff, was asphyxiated by the fumes of gases used in his work. A petition was filed claiming partial dependency of said Vern Ream, deceased. A hearing was had on March 29, 1921, at Grand Island, and compensation allowed for 350 weeks at \$6.66 each week, \$150 burial expense and hospital and medical expense as provided by law. Case appealed. Later settled for \$1,350.00.

**3-184: Alfred Caniglia vs. John S. Harrington, Omaha.**

On May 28, 1919, while in the employ of defendant, plaintiff broke his right leg above the ankle in a sewer ditch while employed as a laborer. Compensation was paid up to December 7, 1920. A petition was filed and a hearing had on February 16, 1921. Compensation was allowed for 40% loss of use of the foot, being 50 weeks at \$12.00 each week, in addition to what had already been paid and medical and hospital expenses provided by law.

**3-185: Harold Conn vs. Nebraska Cement Company, Superior.**

(Insurance Carrier: Travelers Insurance Co.)

On July 28, 1920, while in the employ of defendant company as a mix tender, plaintiff ran into a bed of hot cinders with his bare feet after a swim in a cooling pool on company's premises during working hours. It was shown that it was the practice of the night men to go into this pool for a dip at spare moments during working hours. A petition was filed and a hearing had on March 24, 1921. Compensation was allowed for eight weeks at \$15.00 each week, together with medical and hospital expense as provided by law.

**3-186: Wm. Kirkpatrick vs. Charles Derr, Lincoln.**

(Insurance Carrier: Maryland Casualty Co.)

On April 10, 1920, while in the employ of defendant as a clerk and repair man, plaintiff strained his hands and arms in lifting a stove. Compensation was paid by the insurance company for 32 weeks, and then discontinued. A petition was filed December 14, 1920, and a hearing had on January 12, 1921. Treatments were ordered given plaintiff for five weeks in an effort to restore him to his former normal physical condition. A further hearing was had on March 9, 1921, and compensation was allowed until disability ends at \$15.00 each week. Case was appealed. Commissioner sustained by the district and supreme courts.

**3-187: William H. Wisman vs. Patriot Motors Company, Lincoln.**

(Insurance Carrier: Continental Casualty Co.)

On October 12, 1920, while in the employ of the Patriot Motors Company running a sander, plaintiff caught the index finger of his left hand between board and sander, lacerating first two joints, and fracturing the bone in the distal phalange. A hearing was had on January 11, 1921, and the Commissioner allowed compensation at the rate of \$15.00 a week for 10½ weeks for 30% loss of use of finger, plus hospital and medical expense; together with 50% penalty for delayed payments of compensation.

**3-188: Willoughby C. Howard vs. General Supply Company, Lincoln.**

On August 8, 1920, while in the employ of defendant company, plaintiff was injured by stepping on a nail. Petition was filed for a hearing, but before an answer was filed the parties agreed upon a settlement in accordance with the compensation law. The case was dismissed.

**3-189: Mrs. Stella Peterson vs. Delavan Hotel, Lincoln.**

On October 6, 1920, while in the employ of the Delavan Hotel as a maid, plaintiff fell down stairs, injuring her back. A hearing was had on January 12, 1921, and it was shown by canceled wage check that plaintiff had been paid for five weeks and four days labor up to and including October 21. Compensation was allowed for period from October 21, 1920, until December 1, 1920, at \$9.33 per week, plus \$12.00 medical bill.

**3-190: Axel W. Peterson vs. Omaha Gas Company.**

On December 30, 1919, while in the employ of defendant company as a laborer putting in gas pipes plaintiff fell off the side of stairs, a distance of about six feet, striking on his head and right shoulder. Compensation was paid to October 7, 1920. A hearing was had February 7, 1921. The Commissioner decided he should receive further treatment. On September 2, 1921, a further hearing was had and testimony taken as to the treatment given during preceding months. Compensation was allowed at the rate of \$15.00 each week up to September 2, 1921, together with medical and hospital expense as provided by law. Case appealed.

**3-191: Minneapolis Threshing Machine Company vs. Horace L. Wood, Minden.**

(Insurance Carrier: Hartford Accident and Indemnity Co.)

On March 26, 1920, while in the employ of the Minneapolis Threshing Machine Company of Hopkins, Minn., as a salesman, defendant fractured his wrist while cranking a Ford car. He was paid his full wages from date of accident to June 8, 1920. No compensation was paid or tendered defendant by the insurance company carrying the risk, but considerable correspondence was had to get "a settlement." In December the insurance company filed a petition for a hearing. On March 25, 1921, a hearing was had and compensation was allowed for 25% loss of use of the hand, or 43¾ weeks, at \$15.00 each week; 50% penalty for delayed payments of compensation from June 8, 1920; plus medical and hospital expenses provided by law. Case appealed. Commissioner's award sustained in district court.

**3-192: Truman O. Smith vs. Square Turn Tractor Company, Norfolk.**

(Insurance Carrier: London Guarantee and Accident Co.)

On August 20, 1920, while in the employ of defendant company, plaintiff was injured, resulting in the loss of end of third finger on right hand. Blood poisoning set in, leaving stiff fingers. A petition was filed for a hearing. Before the date of hearing the parties agreed upon a settlement in accordance with the compensation law.

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**DOCKET FOUR****4-1: George W. Beardsley vs. General Fire Extinguisher Company, Omaha.**

(Insurance Carrier: Travelers Insurance Co.)

On October 29, 1920, while in the employ of defendant Company as a pipe fitter's helper at the Burgess-Nash building, plaintiff fell with a scaffold a distance of 30 feet, injuring his feet and side of head. Compensation was paid for four weeks, when doctor said he was able to go to work. A petition was filed December 23, 1920, and the case set for hearing three different times, but plaintiff went to Illinois and did not respond to the notice of hearing. On August 12, 1921, a hearing was had. Compensation was allowed for the amount claimed by plaintiff, being two weeks at \$15.00 each week.

**4-2: Anthony Dambra vs. Morris & Company, Omaha.**

On October 16, 1921, while in the employ of defendant company, plaintiff suffered an accident from strain, which resulted in a hernia on both sides. He accepted a truss furnished by employer but did not want an operation. Later he was laid off and then he filed a petition claiming compensation. Hearing was had on February 11, 1921, and compensation was allowed for five weeks at \$15.00 each week, also plaintiff was ordered to submit himself for an operation with compensation and medical and hospital expenses to be paid for by defendant company. Case appealed. Sustained in district court.

**4-3: Gordon W. Holler vs. Cudahy Packing Company, Omaha.**

On July 30, 1920, while employed by defendant company, plaintiff injured three fingers of his left hand when the cotton glove on the hand was caught in an unguarded gear. Fingers were bruised, crushed and lacerated and one-third of the first phalange of second finger was cut off. A hearing was had on February 11, 1921, and compensation was allowed for seven weeks disability, ten weeks for loss of fingers, 50% penalty for waiting time and medical and hospital expenses as provided by law. Case appealed. Later Commissioner's award paid.

**4-4: E. A. Bramon vs. Omaha-Auburn Motor Company, Don H. Hinkley & Fred A. Fay, Omaha.**

On April 20, 1920, while in the employ of defendant company as an automobile mechanic, plaintiff injured his thumb at the nail. Later infection set in, but plaintiff was kept on the pay roll all the time. Was in hospital four days. A hearing was had February 19, 1921, and compensation was allowed for one and one-half weeks at \$15.00 each week together with medical and hospital expenses of \$47.00.

**4-5: James Kelley vs. Hugh Murphy Construction Company, Fremont.**

In November, 1919, while in the employ of defendant company, as a laborer on Lincoln highway, plaintiff slipped off a truck and his right foot was caught under the wheel and injured. He was disabled seventeen weeks. Petition was filed with the Department on December 27, 1920—more than a year after the accident. At the hearing on March 17, 1921, defendant's attorney raised the statute of limitation against the plaintiff and case was dismissed. Plaintiff claimed that he retained an attorney at Fremont to look after his case in March, 1920, but the petition was not filed until date mentioned above.

**4-6: Earl Leonard Whitaker, et al vs. Clark J. Gibson, Fremont.**

On September 22, 1920, while in the employ of defendant as truck driver, plaintiff was injured when the truck turned over in the road. Later his right leg was amputated above the knee. A hearing was held March 8, 1921, and compensation was allowed for 215 weeks at \$12.00 each week for the loss of a leg, and medical and hospital expenses as provided by law. Case appealed. Later settled for \$2,000.00 without approval of Commissioner.

**4-7: Jennie Rose, by Fred Stephens, her legally appointed Guardian, vs. Peter Mehrens, Omaha.**

(Insurance Carrier: Georgia Casualty Co.)

On November 30, 1918, while in the employ of Peter Mehrens as a waitress, plaintiff fell through a trap door in the floor and was injured in the head and back, affecting mind and mental faculties. A petition was filed December 29, 1920, and a hearing was had March 4, 1921. Compensation was allowed from November 30, 1918, less 14 weeks, at \$7.32 each week until disability shall have ended, 50% penalty for delayed payments; together with medical and hospital expenses as provided by law. Case appealed. Settled for \$150.00 without the approval of the Commissioner.

**4-8: Grover C. Carter vs. The Morris Transfer Company, Lincoln.**

On or about September 13, 1920, while in the employ of defendant company, plaintiff alleged that he injured his hand and wrist in lifting a piano from a truck aided by three other men. A hearing was had on January 18, 1921, and a large number of witnesses were heard. Compensation was allowed for 12½ weeks from September 22, 1920 at \$15.00 each week, and \$15.00 doctor bill.

**4-9: Arthur M. Shivers vs. T. M. Cohagan, North Platte.**

On November 14, 1920, while in the employ of defendant as a laborer and truck driver, lacerated and injured two fingers of his left hand on a buzz saw. Treatment was given injured members and \$107.50 in compensation and medical treatment was paid and receipted for "in full." On May 14, 1921, it became necessary to amputate the second finger between the first and second joints. A hearing was had in North Platte October 11, 1921, and compensation for 30 weeks at \$15.00 each week was allowed, and medical and hospital expenses as provided by law, less \$57.50 medical expense already paid. On appeal to the district and supreme courts the Commissioner was sustained.

**4-10: Earl Otto vs. William Seivers, Omaha Express Company, Omaha.**

On October 20, 1920, while in the employ of defendant as a laborer, plaintiff injured his hand by having it pinched between a truck and the

steps he was ascending. Three days later the hand became infected. Employer carried no insurance at the time of the accident, but took out a policy after the accident. The injured man returned to work after a period of idleness and injured the hand again. A hearing was had on February 23, 1921. He was given compensation in the amount of \$14.33 and \$14.00 medical expense in addition to the amount already paid.

**4-11: James Sproul vs. George Parks & Company, Omaha.**

(Insurance Carrier: General Accident Fire and Life Assurance Corporation.)

On November 3, 1920, while in the employ of defendant company as a laborer, plaintiff was injured by a pile of brick falling on him; and his hip and three ribs on right side were severely injured or fractured. Compensation was paid for six weeks at \$15.00 each week and then discontinued. Petition was filed for a hearing by plaintiff. On February 23, 1921, a hearing was had and compensation allowed since date it was discontinued and the same to be continued until disability of plaintiff shall have ended. It was further ordered that plaintiff should submit himself for treatments in an effort to restore him to his former normal condition, the same to be paid for by the insurance company. Case appealed. District court allowed 20 weeks compensation at \$15.00 each week.

**4-12: David William Gobin vs. Cudahy Packing Company, Omaha.**

On January 14, 1920, while in the employ of defendant company as a door opener, a door fell on plaintiff injuring his left wrist; compensation was paid for a week and one-half. Then plaintiff was put back to work again. In November he was dismissed. January 8, 1921, a petition was filed. May 24, a hearing was held. At the end of the hearing company attorney agreed to pay compensation from date of discharge of plaintiff up to and during period of treatment to be given plaintiff in an effort to restore his hand to normal. After treatments it was found plaintiff had lost the use of his left hand. Compensation was allowed for 175 weeks at \$12.40 each week, to date from October 2, 1920, and medical and hospital expense as provided by law.

**4-13: Elmer T. King vs. Nebraska State Highway Commission, Lincoln.**

Petition was filed January 8, 1921 in which plaintiff alleged to have injured his back in lifting, while in the employ of the defendant. Case was set for hearing a number of times, but each time plaintiff failed to make an appearance. Case was dismissed.

**4-14: William Shea vs. Hoffland Potash Company, Hoffland.**

(Insurance Carrier: New Amsterdam Casualty Company.)

On December 21, 1919, while in the employ of defendant company as a steam fitter, plaintiff was injured by the explosion of a steam heater. Compensation was paid for 49½ weeks for disability, per cent of loss of vision in one eye and per cent of loss of hearing in one ear. Later a petition was filed and a hearing had in Omaha, June 11, 1921. It developed at the hearing that plaintiff had a hernia as result of the accident and that he had a per cent of loss of vision in both eyes. Commissioner ordered compensation at the rate of \$15.00 each week during disability following operation for hernia, and also compensation for eight and one-fourth per cent loss of vision in both eyes being \$1.23¾ per week for 300 weeks, and, in addition thereto, eight and one-

fourth per cent of \$12.00 per week, or \$ .99 for the remainder of his life. Case appealed. Later settled for \$300 without approval of Commissioner. Plaintiff failed to answer letters from Department after settlement was made.

**4-15: Harry Hawkins vs. George Kiene & Company, Omaha.**

(Insurance Carrier: U. S. Fidelity & Guarantee Co.)

On October 22, 1920, while in the employ of defendant company, as a laborer to wreck a building, plaintiff slipped while lifting a timber, spraining his back. A hearing was had on February 24, 1921, and compensation was allowed at the rate of \$15.00 each week from October 30, 1920, to January 31, 1921, together with medical and hospital expenses, as provided by law.

**4-16: Fred Emanuel vs. Burgess-Nash Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On January 21, 1920, while in the employ of defendant company as a janitor, plaintiff ran a rusty nail into the heel of his thumb. Infection set in and plaintiff spent several weeks in the hospital. Compensation was paid to July 28, 1920, final receipt signed and plaintiff returned to work on January 11, 1921. A hearing was had September 6, 1921, and compensation was allowed for 15% loss of use of right hand, or 26¼ weeks at \$12.00 each week.

**4-17: Joseph Shultz vs. Partridge-Thompson Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Corp.)

On March 26, 1920, while in the employ of defendant company, plaintiff, as a laborer, had the muscles of his right arm lacerated above the elbow by the dipper of a steam shovel. He was paid compensation for 22½ weeks. On January 11, 1921, plaintiff filed a petition for further compensation. A hearing was had February 10, 1921, and compensation was allowed for ten weeks, in addition to what had been paid, at \$15.00 each week.

**4-18: E. B. Echtermeyer vs. J. A. Hultgren, Omaha.**

(Insurance Carrier: General Accident Fire and Life Assurance Corp.)

On October 8, 1920, while in the employ of defendant, plaintiff injured right foot when a piece of plaster board fell on it while making alterations as a carpenter at the Empress Theatre building. Compensation was paid for nine weeks at \$15.00 each week, when a final receipt was signed by plaintiff. Later he filed a petition for a hearing to determine whether or not he had a permanent injury. A hearing was had on February 7, 1921, and, from the reports of the various surgeons, the case was dismissed.

**4-19: Steve Krager vs. Cudahy Packing Company, Omaha.**

On September 24, 1920, while in the employ of defendant company as a catch basin man, plaintiff was caught between a backing wagon and the loading dock, causing hernia. Hearing was had on February 25, 1921, and compensation allowed from date of injury until disability ended, together with the 50% penalty for delayed payments, and medical and hospital expenses as provided by law.

**4-20: J. C. Sheridan vs. American Railway Express Company, Omaha.**

On August 29, 1920, while in the employ of defendant company as a freight piler, plaintiff fell from truck and pulled a box down on top

of himself, injuring his right shoulder. A hearing was had on February 25, 1921 and compensation allowed for four weeks at \$15.00 each week from August 30, 1920.

**4-21: W. J. Weaver vs. Beatrice Creamery Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On October 13, 1920, while in the employ of defendant company as a laborer, plaintiff was struck on the leg by a cake of ice jumping out of chute and striking him between knee and ankle. Compensation was paid at \$15.00 a week from date of injury until latter part of December, 1920. A hearing was had on March 2, 1921. Compensation was allowed at \$15.00 each week until disability ended together with medical and hospital expenses. Case appealed and Commissioner's award sustained by district court.

**4-22: David T. Hall vs. Schleuter Bros., Fremont.**

(Insurance Carrier: London Guarantee & Accident Co.)

Some time in April, 1920, while employed as a teamster on a dump wagon for defendant, plaintiff strained his knee because of the pressure he used in holding the brake of a dump wagon on a hill near Beemer. He knew nothing about the compensation law and drifted aimlessly from place to place in the state. In January 1921, he filed a petition and a hearing was had March 3, 1921 at Fremont. Because no claim was made for compensation within six months as provided by the compensation law, this case was dismissed. Case appealed. Dismissed in district court.

**4-23: Nebraska Fuel Company vs. Porter Camp, Omaha.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On August 27, 1919, while in the employ of plaintiff company, defendant while carrying a coal chute slipped on the grass, fell and broke his left leg at the thigh. Compensation was paid from date of accident to January 4, 1921. A petition was filed by plaintiff January 18, 1921, to have the commissioner determine the extent of permanent disability. Before a hearing was had the parties agreed to a lump sum settlement for \$500.00. Compensation previously paid was \$1,065.00; medical and hospital expenses \$1,429.58.

**4-24: H. B. Sweetwood vs. Imperial Sash & Door Factory, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

Plaintiff was injured September 25, 1920, by having the index and middle fingers of his left hand caught in a circular saw. Compensation was paid at the rate of \$15 per week for a period of 32½ weeks, being 50% of the loss of the use of the two fingers. The insurance company refused to pay compensation for the period of temporary total disability in addition to the permanent disability. A petition was filed January 18, 1921, and the case heard at Omaha, September 1, 1921, when an award was made allowing compensation for a period of eleven weeks in addition to the amount already paid.

**4-25: Edward H. Walters vs. Investors Syndicate, Chance, South Dakota.**

On November 1, 1920, while in the employ of defendant as a bond salesman, plaintiff suffered an injury resulting in a sprained ankle and broken bone in ankle. Plaintiff's home is in Chance, South Dakota. The contract of hire was made in Minneapolis, Minnesota, and he was injured in Plainview, Nebraska. For the reason that plaintiff was employed in

Minnesota, the Commissioner found that he had no jurisdiction. Case was dismissed.

**4-26: P. G. James vs. Able Construction Company, Wayne.**

(Insurance Carrier: Ocean Accident & Guarantee Corporation.)

On November 19, 1920, plaintiff was employed by defendant company as a laborer on a paving contract. After the noon whistle blew plaintiff went to meat market for meat for dinner. After coming out of the market, Roy King, superintendent of construction work, asked him if he wanted a ride home in his (King's) personal automobile. Plaintiff rode on the running board and when the car turned a corner he was thrown to the pavement, striking his head and fracturing his skull. Contention of plaintiff's lawyer was that he was on his employer's premises while he was on the paved streets and therefore should receive compensation. Commissioner denied compensation and dismissed the case.

**4-27: Western Paint and Glass Company vs. J. H. McKelvie, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On July 20, 1920, while in the employ of the Western Paint and Glass company, paint boxes fell on defendant and broke his right leg. Compensation and medical and hospital expenses were paid until December 30, 1920. A hearing was had March 15, 1921, and further compensation of 15 weeks at \$15.00 each week was allowed.

**4-28: H. E. McGrath vs. Liberty Machine & Auto Works, Lincoln.**

(Insurance Carrier: Royal Indemnity Co.)

On May 26, 1920, while working at the Liberty Machine and Auto works, plaintiff injured his eyes by molten metal flying into them. The employer denied that plaintiff was employed at the time because no agreement to hire had been entered into. The doctor testified that when the employer brought the injured workman to him he said, "This man is working for us, take care of him and the insurance company will take care of the account." Compensation was allowed for 55 weeks at \$15.00 each week, together with medical and hospital expense. The case was appealed, but later settled out of court with the approval of the commissioner.

**4-29: Jay Burns Baking Company vs. Fred O. Morley, Omaha.**

(Insurance Carrier: Casualty Reciprocal Exchange.)

On August 13, 1920, while in the employ of plaintiff as a laborer at night, defendant's arm was caught between an endless belt and a pulley and his forearm was fractured, bones in hand broken and upper arm muscles injured. Compensation and medical expense in excess of \$200 was paid, and a petition was filed by the insurance company to determine the permanent disability. A hearing was had on March 4 and 5, 1921. Defendant was ordered to submit himself for an operation to restore his hand to its former normal physical condition. Compensation to be paid during disability resulting from such operation. A further hearing to be had later to determine what disability, if any existed. Appealed. Commissioner's award sustained.

**4-30: Mike Karas vs. Cudahy Packing Company, Omaha.**

In the spring of 1919, while in the employ of defendant company, plaintiff injured his right leg and face in an elevator accident. On April 8, 1920, plaintiff's right leg was amputated between the knee and

the hip. A hearing was had May 6 and 23 and compensation was allowed for 175 weeks at \$12 each week, together with medical and hospital expense as provided by law. Appealed.

**4-31: Thomas Gorup vs. Armour & Company, Omaha.**

Some time in November, 1920, while in the employ of defendant company as a steam fitter, plaintiff strained himself while lifting a steam trap. Three weeks later reported his condition to the office. Later he went to a hospital and was operated on for a hernia. A hearing was had February 21, 1921, and compensation was allowed for six weeks at \$15.00 each week, together with \$75.00 doctor bill and \$49.50 hospital expense.

**4-32: Frank Ulaski vs. Morris & Company, Omaha.**

On September 11, 1920, while employed by defendant company as a laborer, plaintiff ran a bone sliver into the end of the middle finger of his right hand. He worked four days following the injury and then had to quit because his finger had become infected. Compensation was paid for one week and final release taken. Complaint was made to the Compensation Department and the employer was told plaintiff should get more compensation as well as medical treatment. Five dollars was paid plaintiff on that day and another final release secured from the injured man. He was treated three times and given medicine after last final release was signed. A hearing was had February 21, 1921, and compensation was allowed for an additional ten weeks at \$15.00 together with the 50 per cent penalty for delinquent payments. Case appealed. The District and Supreme courts sustained the Commissioner.

**4-33: Edward Ebert vs. E. F. Hanson, Omaha.**

On December 31, 1920, while in the employ of defendant as a truck driver, plaintiff broke his wrist cranking the car. He was paid wages for three weeks and then was discharged. A petition was filed and a hearing was had on March 5, 1921. Compensation was allowed for seven weeks after January 31, 1921, at \$15.00 each week together with medical and hospital expenses, as provided by law.

**4-34: H. C. Larson vs. American Smelting & Refining Company, Omaha.**

Plaintiff alleged that on the 21st day of December, 1920, he was injured by arsenic smoke in his department. Petition was filed and a hearing date set. On the day of the hearing plaintiff requested that the case be dismissed.

**4-35: Roscoe H. Deahl vs. Lincoln Traction Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On or about September 22, 1920, while in the employ of defendant company as a one-man motor car operator, plaintiff in running to a switch tripped over a wire and fell, rupturing himself. Petition was filed and a hearing was had on March 30, 1921. Commissioner ordered plaintiff to submit himself for an operation at the expense of the insurance company and that he be paid compensation during disability resulting from such operation.

**4-36: J. C. Wood vs. Public Service Company, Aurora.**

(Insurance Carrier: Globe Indemnity Co.)

On October 22, 1920, while employed by defendant company as a

fireman, plaintiff got a hot cinder in his right eye. A few days later erysipelas set in immediately around the injured eye. Ulcer developed and then plaintiff had the flu. As a result plaintiff lost his right eye. A hearing was had on March 29, 1921, and compensation was allowed for 62 1-2 weeks at the rate of \$15.00 each week, together with \$144.50 doctor bill, and \$12.00 hospital bill.

**4-37: Charles A. Chandler vs. Western Brick & Supply Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On August 7, 1920, while in the employ of defendant company as a foreman directing the unloading of a car of sand, the clam bucket was swung around with such force as to strike plaintiff, breaking his arm. He was paid full wages and furnished medical treatment until October 30, 1920, when he was laid off. A hearing was had on March 14, 1921. Ordered to submit to surgical treatment. On appeal awarded \$180.00 compensation; \$5.00 a week till disability ends, not to exceed 177 weeks.

**4-38: Charles Sluyter vs. Lyman-Richey Sand Company, Louisville.**

On December 15, 1920, while in the employ of defendant company as a laborer, plaintiff was injured by being kicked by a fellow employe. There was no "horse-play." A petition was filed and an informal hearing had on March 31, 1921. Compensation was allowed for eleven weeks and five days at \$15.00 each week and hospital bill of \$44.75 paid by plaintiff. Also doctor bill of \$50.

**4-39: P. A. McCrary, father of Loren McCrary, deceased, minor, vs. John F. Wolff, Plattsmouth.**

(Insurance Carrier: Travelers Insurance Company.)

On September 30, 1920, while in the employ of defendant as helper in garage, Loren McCrary, deceased, while on an errand, attempted to get on a moving truck, fell under the rear wheel and was injured so badly that he died the next day. A petition was filed and on April 4, 1921, a hearing was had. Compensation was allowed for 350 weeks at \$9.75 each week plus \$150 burial benefit and medical and hospital expense. Case appealed. Sustained in the district court. Appealed to the Supreme court.

**4-40: John A. Carlson vs. Ideal Cement Company, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On March 12, 1920, while in the employ of defendant company as a laborer, plaintiff's left ankle was caught in a transfer car and broken. Thirty-two weeks' compensation and medical expenses were paid. A petition was filed February 8, 1921. On March 10, 1921, a hearing was had and fifteen weeks' additional compensation was allowed for a per cent loss of the use of the foot. Case appealed. District court allowed \$175 and costs.

**4-41: Anna Newman vs. Cudahy Packing Company, Omaha.**

On January 19, 1920, while in the employ of defendant company, plaintiff stepped through a hole in the floor of the dock one morning, on her way to work, injuring her right leg below the knee. Compensation was allowed for 3 1-2 weeks at \$12.40 each week and a final

receipt was signed February 28, 1920. Later the leg gave her trouble and in August the company doctor told her to go to another physician for treatment. January 29, 1921, she quit work on account of her disability. A hearing was had July 22, 1921, and compensation was allowed to July 22, 1921, at \$12.40 each week together with medical and hospital expenses as provided by law. Appealed. District court allowed \$150 and costs.

**4-42: Jerry Brown vs. City of Omaha.**

On January 15, 1921, while in the employ of the defendant, plaintiff slipped on the pavement, resulting in a fractured knee cap. A petition was filed, but before the hearing a settlement for \$60 and doctor bill was agreed upon and the case was dismissed.

**4-43: Everett Price vs. F. E. Potter & Son, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On or about May 1, 1920, while in the employ of defendants as a laborer, installing fire escapes, plaintiff fell a distance of 18 feet, striking on back and leg. Plaintiff was given medical attention four days. He then went to Tekamah. A hearing was had May 9, 1921, and compensation was allowed for 21 weeks at \$15.00 each week, together with medical and hospital expenses as provided by law. Case appealed. District court allowed \$270.

**4-44: Pauline Flowers vs. Conant Hotel, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On September 1, 1920, while in the employ of the defendant as a waitress, plaintiff fell down an elevator shaft, fracturing her collar bone, cut head, and hip badly bruised. Nineteen weeks compensation was paid and then stopped, because insurance company contended that the amount allowed for board in addition to wages was too high. A hearing was had February 24, 1921, and amount of compensation allowed was \$14.23 each week until the disability ended. Medical and hospital expenses as provided by law. Case appealed. Commissioner's award sustained. Compensation paid to July 1, 1922. Later lump sum settlement for \$800.44 was made, with the approval of the Commissioner.

**4-45: R. P. Edwards vs. O'Brien-Davis-Coad Auto Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Co.)

On January 24, 1921, while in the employ of defendant company as an automobile mechanic apprentice, plaintiff strained himself and lost ten days time. A hearing was had and compensation was allowed at \$2.40 per day for four days, together with medical expenses as provided by law.

**4-46: Walter Fox vs. John Latenser & Sons, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Co.)

On September 17, 1920, while in the employ of the defendants, plaintiff was struck in the palm of the right hand with a brick. Several days later right little finger swelled up. It was opened and dressed and healed in about twelve weeks, but left the finger stiff. Petition was filed, but before a hearing was had the parties agreed to a settlement of 28 weeks' compensation at the rate of \$15.00 each week, plus hospital and medical expense as provided by law.

**4-47: Henry Duhrkopf vs. George Bennett and Lincoln Gas & Electric Light Company, Lincoln.**

On January 3, 1918, while in the employ of George Bennett as a house mover, plaintiff sustained an electric shock, which resulted in the loss of one foot and one hand. In December, 1918, a common law settlement was made for \$2,000. On February 16, 1921, a petition was filed praying for compensation under the compensation law. On March 9, and June 21, 1921, hearings were had. For the reason that plaintiff disregarded the benefits of the compensation law and elected to proceed under the common law, and for the further reason that the statute of limitation applied, the case was dismissed. Case appealed to district and supreme court and order of Commissioner was sustained.

**4-48: Irene Foutch vs. Iten Biscuit Company, Omaha.**

(Insurance Carrier: Travelers Insurance Co.)

On August 8, 1920, while in the employ of defendant company in the icing department, plaintiff alleged that she scratched the index finger of her right hand; that it healed in a day or two and then became swollen, painful and inflamed. A week later her left knee became swollen and she could not stand or walk. The medical testimony was that plaintiff's trouble, both in the finger and the knee, was arthritis and was not caused from an injury. No evidence of an injury while at work was presented. The American Smelting and Refining Company furnished medical and hospital care in this case, because the father of plaintiff was employed by the latter company. Compensation was denied and the case dismissed.

**4-49: George Toman vs. Gordon-Rainalter Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On October 21, 1920, while in the employ of defendant company as a candy cutter, plaintiff injured the index and middle fingers of his right hand. He lost seven weeks work. A hearing was had April 5, 1921, and further compensation for seven additional weeks at \$14.40 was allowed.

**4-50: Herman McCurley vs. Mart Gerton, Lincoln.**

(Insurance Carrier: Maryland Casualty Co.)

On July 10, 1920, while employed by defendant as a plasterer, plaintiff fell from scaffold and put his arm through a window, severely cutting it at the elbow. Compensation was paid for 31 weeks and then stopped. Petition was filed. Hearings were had on March 21, 1921, April 13, 1921, and April 25, 1921. Compensation was allowed from last payment at \$15.00 each week, and plaintiff was ordered to submit himself within thirty days for an operation in an effort to restore his arm to its former normal condition. After the operation a further hearing would be had to determine the disability. Case appealed. Settled for \$300.

**4-51: American Potash Company vs. R. R. McFall, Antioch.**

(Insurance Carrier: Ocean Accident and Guarantee Corp.)

On July 8, 1920, while in the employ of defendant company, plaintiff was hit by a piece of iron in the left eye. A hearing

was had in Omaha on April 1, 1921, and on report of eye specialists submitted, Commissioner allowed compensation for 62½ weeks at \$15.00 each week.

**4-52: Wm. Kemp vs. J. I. Case Plow Company, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

On December 29, 1920, while in the employ of defendant company as a janitor, plaintiff fell from a ladder from which he was cleaning windows and sprained his ankle. On February 21, 1921, petition was filed and a hearing was had on March 19, 1921. Compensation was allowed for seven weeks at \$13.33 each week, together with 50 per cent penalty for delayed payments, and medical and hospital expenses as provided by law.

**4-53: Joseph Bomber vs. Sanitary Bakery, Omaha.**

On December 27, 1920, while in the employ of defendant, plaintiff scratched the index finger of his right hand on a nail in a board he was throwing into the oven fire box. Infection set in and plaintiff was disabled from work. He was given medical treatment until January 20, 1921, when he was taken to Leavenworth prison, where he was treated by the prison doctor. Compensation was allowed for one-fourth of the loss of the use of index finger, amounting to 8¾ weeks at \$15.00 each week, 50 per cent penalty for delayed payments, together with medical and hospital expenses as provided by law.

**5-54: Ben S. Robertson vs. Western Sugar Company, Mitchell.**

(Insurance Carrier: London Guarantee & Accident Co.)

On November 5, 1920, while in the employ of defendant company, Ernest Robertson, son of plaintiff, was killed by falling from a scaffolding 14 feet high, striking his head on the cement floor, fracturing his skull; death following almost immediately. A petition was filed by plaintiff, his father, as a dependent. A hearing was had April 1, 1921, and compensation was allowed for 350 weeks at \$7.50 each week and \$150 burial benefit.

**4-55: Mrs. A. M. Lesac vs. Jubilee Manufacturing Company, Omaha.**

(Insurance Carrier: New Amsterdam Casualty Co.)

On the 22d day of November, 1920, while in the employ of defendant company, plaintiff injured little finger of her right hand. It became infected resulting in a 100 per cent loss. Petition was filed but before the hearing the parties agreed upon a settlement of \$212.10 paid in weekly payments of \$14.14, plus \$76.50 hospital and medical expense. The case was dismissed.

**4-56: William Strof vs. Omaha Structural Steel Company, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On October 11, 1920, while in the employ of defendant company, plaintiff ruptured himself while straining to bend a three-inch pipe. A petition was filed and on April 22, 1921, a hearing held. Compensation was allowed for nine weeks at \$15.00 each week, together with medical and hospital expense as provided by law.

**4-57: George Bodeker vs. Overland Tire & Rubber Company, Omaha.**

(Insurance Carrier: Georgia Casualty Co.)

On June 1, 1920, while in the employ of defendant company as a laborer, plaintiff's shoulder was fractured. Compensation was paid until January 25, 1921, and then discontinued. A petition was filed and on March 26, 1921, a hearing was had. Compensation was allowed for 40 per cent loss of use of the arm, or 80 weeks compensation at \$15.00 each week. Case appealed. District court affirmed the Commissioner's award.

**4-58: Mrs. Mary Knuckles vs. Armour & Company, Omaha.**

On December 10, 1920, while George Knuckles, deceased, husband of plaintiff, was employed by defendant company as a laborer, a fellow employe threw scalding soda water on his foot, causing severe burn, which became infected and resulted in his death. Compensation was paid during disability. A petition was filed by plaintiff, but before a hearing was had, plaintiff died, thus leaving the burial expense of \$150 and compensation for the weeks between the death of George Knuckles and the death of his widow to be adjusted in the interest of the only heir, a daughter. The burial expense of \$150 and 6 weeks and two days compensation at the rate of \$15.00 each week was allowed, and the case dismissed.

**4-59: Henry C. Sternberg vs. Cushman Motor Works, Lincoln.**

(Insurance Carrier: Ocean Guarantee and Accident Corp.)

On or about July 15, 1919, while in the employ of defendant works as a moulder, plaintiff strained himself and broke a blood vessel in his right leg. On March 7, 1921, he filed a petition for a hearing. On March 30, 1921, a hearing was had and case was dismissed because the statute of limitation had run against plaintiff.

**4-60: Wilber L. Rickett vs. L. R. Des Voignes, Ogallala.**

On October 9, 1920, while in the employ of defendant as a carpenter, plaintiff suffered the loss of his little finger on the left hand at the second joint. A petition was filed March 8, 1922. Defendant left the state and the Department could not get service. Several requests were made to the plaintiff for disposition of claim. On his failing to reply the case was dismissed.

**4-61: Ben B. Loiler vs. Paxton & Vierling Iron Works, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On June 18, 1920, while in the employ of defendant as a painter, but while helping a derrick man, plaintiff mashed second, third and fourth fingers of right hand. Compensation and medical expense was paid for thirteen weeks. A petition was filed and hearing had to determine what further compensation plaintiff had coming. Plaintiff was allowed further compensation of ten and two-thirds weeks at \$15.00 each week for permanent per cent of loss of use of fingers. Case appealed. District court affirmed the Commissioner's award and added the penalty.

**4-62: Della Morris vs. H. Herpolsheimer Company, Lincoln.**

(Insurance Carrier: London Guarantee & Accident Co.)

On November 12, 1920, while in the employ of defendant company as a saleslady, plaintiff injured her thumb while demonstrat-

ing a wringer. Compensation was paid for fifteen weeks and then stopped. A petition was filed and a hearing had April 6, 1921. Further compensation was allowed for six weeks at \$10.00 each week, together with medical and hospital expense.

**4-63: Marshall Bros. Company, a corporation, vs. Tony Bullock, Arlington,**

(Insurance Carrier: Employers Liability Assurance Corp.)

On September 11, 1919, while in the employ of plaintiff company's nursery as a laborer, a double tree broke and struck defendant on the left leg between the knee and hip, fracturing same. Compensation, medical and hospital expenses were paid up to March 11, 1920, when defendant refused to accept further compensation and began suit under common law. The insurance company then filed a petition before the Commissioner to determine the disability under the compensation law. A hearing was had in Fremont. The injured man was taken to a doctor for examination. The doctor found him to have suffered a 50 per cent loss of use of his left leg. An award was made allowing him 112½ weeks compensation at \$13.33 each week to date from March 11, 1920, together with medical and hospital expenses as provided by law. The case was tried in the district court at Blair. Plaintiff claimed that it was not a compensation case. His claim was dismissed for the reason that it was held to be a compensation case, as plaintiff's acceptance of compensation bound him to the provisions of the law.

**4-64: Peter Defasi vs. Union Stock Yards, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On June 23, 1920, while employed as a laborer for defendant, plaintiff scratched his shin with a shovel, resulting in five weeks disability. A hearing was had on April 20, 1921, and compensation was allowed for the weeks claimed. The insurance company maintained that the disability was caused by varicose veins and that claim was not made for compensation. The injured man proved he had an accident to his shin and that he had made claim for compensation within six months. He was allowed compensation for a period of five weeks at \$15.00 each week, plus hospital and medical expense.

**4-65: Adolph G. Majowich vs. Morris Packing Company, Omaha.**

On August 21, 1920, while in the employ of defendant company, plaintiff fell down a flight of stairs, injuring his back. He kept on working until October 22, 1920, when he had hemorrhages and has not worked since. It was claimed that the fall brought on the hemorrhages. A hearing was had July 21, 1921. At the conclusion of the testimony the defendant asked the privilege of having an examination made of plaintiff by an expert diagnostician. This was granted, but the next morning plaintiff's physician forbid the X-raying of plaintiff in a written note to his attorney. It was plain to the Commissioner that an appeal would be taken, no matter which side won. In the interest of plaintiff the Commissioner decided to prevent delay, therefore dismissed the case without prejudice. Case appealed. Commissioner's dismissal sustained. Appealed to supreme court.

**4-66: Archie M. Crone vs. Western Brick & Supply Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On November 18, 1920, while in the employ of defendant company, plaintiff sustained injuries to his right shoulder and elbow. Compensation was paid for some time, then insurance company filed a petition to determine the permanent disability sustained. A hearing was held on April 7, 1921, and plaintiff was awarded compensation at the rate of \$15.00 per week for a period of 56¼ weeks, together with hospital and medical expenses, as provided by law.

**4-67: Roscoe Marino vs. M. E. Smith & Company and James Stewart Construction Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On October 3, 1920, while in the employ of defendant company, plaintiff fell off a cement pile and sprained his ankle. Compensation was paid for eleven weeks and release taken. A petition was filed March 21, 1921, and a hearing held on July 1, 1921. Two doctors, after examination reported no permanent disability and one doctor testified that disability existed from the date of his examination to a period in the future of six to eight weeks. The Commissioner then sent plaintiff to another surgeon for examination. In May, 1922, report of doctor's examination was made and the Commissioner allowed plaintiff compensation for 10 per cent of the loss of use of his right foot, being 15 weeks at \$15.00 each week.

**4-68: Ed Schoenheiter vs. The Geer Company; Grand Island, Neb.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On March 18, 1921, while in the employ of defendant company, plaintiff suffered three hernias while unloading lumber. Petition was filed but before a hearing was had, plaintiff filed a request before the Commissioner that the case be dismissed as satisfactory settlement had been made.

**4-69: Clarence Frye vs. Gooch Milling and Elevator Company, Lincoln.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On October 23, 1920, while in the employ of defendant company, plaintiff alleged that he injured his ankle and on January 29, 1921, had it operated on to remove a growth. It was shown in the evidence of a surgeon that he had the growth in August, 1920. Compensation was denied and the case dismissed.

**4-70: Earnest Pierson vs. Norfolk Bridge & Construction Company, Boyd.**

(Insurance Carrier: Employers Liability Assurance Corp.)

On June 4, 1920, while in the employ of defendant company at Boyd, plaintiff fractured a finger while driving pile on a bridge. Petition was filed, but before a hearing was had, parties agreed upon a settlement of compensation for 18 weeks and 2 days at \$15.00 each week, plus \$123.50 hospital and medical expense. Case dismissed.

**4-71: Clarence Jump vs. Omaha Wrecking Company, Omaha.**

(Insurance Carrier: Georgia Casualty Co.)

On December 23, 1919, while in the employ of the Omaha Wrecking company, plaintiff slipped on the floor of the second story and fell through a man hole, striking his neck and shoulders. He was given treatment and compensation and in July, 1920, was arrested charged with receiving a stolen automobile and taken to Tekamah, where he remained in jail until November, 1920, when he was taken to the penitentiary at Lincoln. Compensation was paid to August 18, 1920, at \$15.00 each week. A great deal of conversation and considerable correspondence was had over this case, and finally a petition was filed March 22, 1921, and a hearing held in Omaha, June 18, 1921. Compensation was allowed until disability ends at \$15.00 each week. The penalty of 50 per cent was applied on compensation due since last payment, medical and hospital expenses as provided by law. Later, case settled for \$3,000 with the Commissioner's approval.

**4-72: Omar T. Barnum vs. J. W. Velte Grain Company, Brandon.**

On August 20, 1920, while in the employ of defendant company as grain buyer and laborer, plaintiff broke his right leg below the hip when a pile of grain doors fell on him. Plaintiff and his family and five children were supported by the county commissioners of Perkins county for five months following the accident. A petition was filed March 24, 1921, and a hearing had June 22, 1921. Compensation was allowed from August 25, 1920, to March 31, 1921, at \$15.00 each week, and 5 per cent of the loss of the use of the right leg, or 10¼ weeks at \$15.00 each week, together with medical and hospital expense as provided by law.

**4-73: Edgar V. Shawhan vs. Table Rock Brick and Material Company, Table Rock.**

(Insurance Carrier: London Guarantee & Accident Co.)

On June 28, 1920, while in the employ of defendant company as a tender of the dry pan used in the manufacture of brick, the dirt rolled from chute knocking him onto a belt and fly wheel. His right shoulder was broken, ribs broken and fractured and otherwise bruised. Compensation was paid for 35 weeks and then stopped. A petition was filed and a hearing had April 26, 1921. Compensation was allowed for 30 per cent loss of the use of the right arm, being 67½ weeks, at \$15.00 each week, to date from December 17, 1920. It was further ordered that plaintiff within thirty days, should submit himself for treatment for his teeth at the expense of defendants. Appealed. District court allowed 35 per cent loss of use of the arm, or 78¼ weeks, at \$15.00 each week.

**4-74: Charles F. Wilkinson vs. Chambers-O'Neill Wrecking Company, Omaha.**

On March 11, 1921, while in the employ of defendants as a laborer, plaintiff fell from a second story window to the ground in a building that was being wrecked, bruising his neck and shoulder. A hearing was had May 20, 1921, and compensation for one week and one half day at \$15.00 per week, with the 50 per cent penalty for delayed payments together with medical and hospital expense.

**4-75: Swift & Company vs. Joseph G. McNichols, Omaha.**

On April 14, 1919, while employed by plaintiff, defendant was coming down stairs, when railing gave way, and he fell 10 feet to cement floor, fracturing both wrists. Compensation was paid for 96 weeks, or up to March 15, 1921, when a petition was filed to have the Commissioner determine the permanent disability. On April 21, 1921, a hearing was had and compensation was allowed for total disability, or 300 weeks at \$15.00 each week, and then \$12.00 each week for the balance of his life.

**4-76: Anton Stefanek vs. A. Bakke Bakery Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On December 11, 1920, while in the employ of defendant company as the driver of truck, plaintiff stepped from the running board of the truck to the street and jarred his body in such a manner as to cause a supuration inguinal adenitis. A hearing was had April 30, 1921. Compensation was allowed for 11½ weeks at \$15.00 each week, together with medical and hospital expense as provided by law. Case appealed. Commissioner's award affirmed and penalty added.

**4-77: Frank X. McCaffery vs. W. C. Ferrin Van and Storage Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Co.)

On June 6, 1920, while in the employ of defendant company as a laborer, plaintiff was squeezed between two wagons, fracturing a rib and breaking an arm. Was paid six weeks compensation. Returned to work July 18. Layed off because he could not do the work. Petition was filed April 8, 1921. Hearings May 2 and 24. Compensation was allowed at \$15.00 each week until disability ends, or for total disability in case no recovery is obtained. Case appealed.

**4-78: John Gavin vs. Yale & Hopewell Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Co.)

On August 23, 1920, while in the employ of defendant company, plaintiff injured his left thumb on a rip-saw. Compensation was paid for 29 weeks. A petition was filed and a hearing had April 26, 1921. Compensation was allowed for nine weeks at \$15.00 each week for a specific loss of the use of the thumb, in addition to the amount already paid.

**4-79: Fred J. Nemitz vs. Gooch Milling & Elevator Company, Lincoln.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On January 21, 1921, while employed as a laborer for defendant company, plaintiff was lifting a sack of wheat off an elevator and twisted his neck in such a manner as to cause his head to lean over to one side. He was taken to hospital at once, but in a few days wanted to go home to Kansas. The Commissioner visited him in the hospital and urged him to remain. In a day or two he left the hospital and in a week went home to Kansas. On April 8, 1921, he filed a petition for a hearing. At the hearing he admitted he had had two previous attacks of the same character during 1920. Doctors testified that there was no injury to his neck. Case dismissed.

**4-80: Nina Smith vs. Hayden Brothers, Omaha.**

(Insurance Carrier: Maryland Casualty Co.)

On January 27, 1921, while in the employ of defendant company as a cashier, plaintiff fell down stairs, spraining her ankle and injuring her back. The accident was not reported to the department until March 19, 1921, though it was reported by the employer on January 28, 1921. A petition was filed and a hearing had on June 10, 1921. Compensation was allowed from January 27, to February 24 and from May 25 to June 18, at \$9.33 each week, 50 per cent penalty for delayed payments of compensation, medical and hospital expense as provided by law, a total of \$104.80 and medical expense.

**4-81: Archie Parker vs. City of David City.**

(Insurance Carrier: London Guarantee & Accident Co.)

On July 3, 1920, while in the employ of defendant city as a line-man, plaintiff was riding on a motorcycle from one part of the city to another, when the top of his left low shoe caught in the spoke of the wheel and pulled it into the wheel in such a manner as to severely injure the heel. Compensation was paid for 10 weeks total disability and five weeks partial disability. A hearing was had in David City on May 18, 1921, and further compensation was allowed for 10 per cent of the loss of the use of his foot, or 15 weeks, at \$15.00 each week, together with medical and hospital expense as provided by law. Case appealed.

**4-82: H. C. Avery vs. Cudahy Packing Company, Omaha.**

On April 24, 1920, while in the employ of defendant company as a janitor, plaintiff got lime, sand and mortar in left eye, resulting in loss of sight of the eye. A hearing was had May 2, 1921, and evidence taken. The case was left open for defendant company to make further investigation. On July 25, nothing having been heard from the company, the Commissioner wrote an award allowing plaintiff compensation for 125 weeks at \$15.00 each week for the loss of an eye.

**4-84: Gust and Alma Lundquist vs. Nebraska Gas & Electric Company, St. Edwards.**

(Insurance Carrier: Globe Indemnity Co.)

On August 28, 1920, while in the employ of defendant company as a lineman and electrician, Nells Lundquist, son of plaintiff, was electrocuted, dying almost instantly. The insurance company inspector made an investigation and found no dependency. The press clipping service of the department picked up the case. The department wrote the employer and received a letter describing the accident. Then the attention of the insurance carrier was called to the fact that no report of the accident was made to the department. On February 3, 1921, the first report of the accident was received. A petition was filed April 14, 1921, and a hearing had June 9, 1921. Compensation was allowed for 350 weeks at \$6.52 each week, \$150 burial benefit and medical and hospital expense as provided by law.

**4-85: Earl V. Dunkin vs. Oakdale Milling Company, Oakdale.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On November 29, 1920, plaintiff's right hand was crushed between the rolls of a feed grinder, while demonstrating an elevator, at Riverton, Wyoming. A petition was filed on April 18, 1921, and the case

was heard before the Commissioner July 16, 1921. Proof was shown at the hearing that the defendant had assumed the liability and paid the plaintiff compensation and medical expense as provided by law, up to the date of the hearing. The plaintiff having lost a hand, the liability of the defendant was definite, therefore, the case was dismissed.

**4-86: Wm. J. Shewan vs. Petrow & Giano, Omaha.**

(Insurance Carrier: Globe Indemnity Co.)

On February 1, 1921, while in the employ of defendant partnership, plaintiff was struck in the left eye with a nail, resulting in the loss of the vision of the eye. A hearing was had May 17, 1921, and compensation was allowed for 125 weeks at \$15.00 each week, together with medical and hospital expenses as provided by law. Case appealed. District court sustained the Commissioner. Supreme court reversed the district court and Commissioner.

**4-87: Nancy Thomas vs. The City of Seward.**

(Insurance Carrier: London Guarantee & Accident Co.)

On July 25, 1917, while in the employ of the City of Seward as Street Commissioner, Henry F. Thomas, son of plaintiff, was instantly killed while attempting to remove a live wire off the street. Compensation was paid to December 22, 1920, when it was discontinued on account of a decision of the supreme court in another case. A petition was filed April 22, 1921, and a hearing had June 8, 1921. The Commissioner found for the plaintiff and ordered compensation paid to the mother of deceased, aged 78, until the 350 weeks are paid.

**4-88: Solomon D. Gordon vs. Vaughn Construction Company, Omaha.**

(Insurance Carrier: Maryland Casualty Co.)

On August 11, 1920, while in the employ of defendant company as a laborer, plaintiff alleged that he strained himself lifting planks, causing infection of the auxiliary glands of the arm pit in the right side. A hearing was had May 10, 1921. Doctor testified that condition complained of by plaintiff could not be caused by a strain. The Commissioner called at Creighton Free Dispensary and the surgeon in charge informed him that plaintiff had a boil under his arm when he came to dispensary; that it could not be caused from a strain; that plaintiff refused an operation and left the hospital. Case dismissed.

**4-89: Blair Telephone Company vs. William Markham, Blair.**

(Insurance Carrier: Ocean Accident and Guarantee Corp.)

On February 21, 1920, while in the employ of plaintiff company, defendant fell from the roof of a building while it was being moved, injuring both feet at the ankles. Compensation was paid for a period and then stopped, because defendant was alleged to have refused medical treatment. A hearing was held on July 1, 1921. Compensation was allowed until disability ended at \$15.00 each week to date from the last payment, April 23, 1921. Case appealed. Compensation paid to March 28, 1922, then settled for \$3,012.63.

**4-90: Louis Graja vs. Haskins Bros., Omaha.**

(Insurance Carrier: Maryland Casualty Co.)

On September 16, 1919, while in the employ of defendant as a laborer, plaintiff fell down an elevator shaft forty feet, breaking his

left arm, left leg near the thigh and injuring his back, near hip. Compensation was paid for 42 weeks. A petition was filed April 26, 1921, and a hearing had May 25, 1921. Compensation was allowed from date of last payment at \$15.00 each week until disability ends. Case appealed. Commissioner's award sustained.

**4-91: M. E. Smith & Company vs. Ollie Peck, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On September 9, 1920, while in the employ of plaintiff company, defendant slipped on a wet floor and broke her leg at the ankle. Compensation was paid for nine weeks. A hearing was had June 3, 1921, and compensation allowed for 30 weeks and four days at \$11.53 each week, together with medical and hospital expenses.

**4-92: Polly A. Croft vs. Omaha Cooperage Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On July 20, 1920, while in the employ of defendant company as a stationary fireman, Henry Croft received a heat stroke and collapsed as soon as he reached home after quitting work in the evening and died July 26, 1920. A hearing was had May 28, 1921, and compensation was allowed for 350 weeks at \$15.00 each week, \$150 burial benefit, together with medical and hospital expense as provided by law.

**4-93: Joe Alexander vs. Hicks Retinning Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Co.)

On June 4, 1920, while employed as a tinner for defendant company, plaintiff was helping to carry a machine upstairs. The stairs were narrow and only two men could do the lifting. Plaintiff strained and ruptured himself. A hearing was had on June 4, 1921, and compensation was allowed for five weeks and one day at \$15.00 each week, together with medical and hospital expense as provided by law.

**4-94: Jennings Johnson vs. David Cole Creamery Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Co.)

On September 15, 1920, while in the employ of defendant company as an automobile mechanic, plaintiff received severe burns on his arms and back. Compensation was paid for about five months. A petition was filed to have the Commissioner determine the disability of plaintiff. A hearing was had July 8, 1921. Compensation was allowed for 60 per cent of total disability to be \$9.00 each week for 300 weeks, and thereafter during life \$7.20 each week, together with medical and hospital expense as provided by law. Case appealed. Court allowed \$6.93 per week for 271 weeks; thereafter \$5.55 for remainder of life.

**4-95: George Gingles vs. Armour & Company, Omaha.**

On March 2, 1921, plaintiff slipped and strained himself while placing hogs on a table. Petition was filed, but before the date of hearing, parties agreed upon a settlement and the case was dismissed.

**4-96: Terrence Shields vs. Cudahy Packing Company, Omaha.**

On January 20, 1920, while in the employ of defendant as a

millwright, plaintiff broke his arm at the elbow. Compensation was paid for 15 weeks and five days up to May 8, 1920. On May 6, 1921, a petition was filed praying for further compensation. On the same day the petition was filed, an informal hearing was had and compensation was allowed for 131 $\frac{3}{4}$  weeks at \$15.00 each week, and medical and hospital expense as provided by law. Case appealed. District court allowed 115 $\frac{1}{2}$  weeks at \$15.00 each week.

**4-97: William Nehaus vs. Dietz Club, Omaha.**

Plaintiff was employed by the defendant as a caretaker for the club grounds. On March 8, 1921, while engaged in cleaning up and burning weeds, one of the buildings caught fire and in getting water to put out the fire plaintiff stepped on the cover of an old well that gave away, causing him to fall, dislocating his right shoulder and fracturing the humerus. The employer paid some of the medical expense, but contended they did not come under the provisions of the compensation act, as they were not operating for pecuniary profit. A petition was filed May 12, 1921, and a hearing had at Omaha August 25, 1921. Plaintiff was awarded compensation for a period of 123 weeks at \$13.30 per week, together with hospital and medical expense, as provided by law. Case appealed.

**4-98: Frank W. Dart vs. Grand Island Horse & Mule Company, Grand Island.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On April 26, 1920, while in the employ of defendant company as a horse cuffer, plaintiff's right arm was broken just above the wrist. Compensation was paid for twelve weeks. A hearing was had July 13, 1921, and compensation allowed for 21 weeks for 12 per cent loss of use of the hand, in addition to what had already been paid, at \$15.00 each week.

**4-99: Mrs. Julia Fuss vs. American Beet Sugar Company, Grand Island.**

(Insurance Carrier: Globe Indemnity Co.)

On the first day of January, 1921, plaintiff's son, Edward Blaise, while employed by defendant as sugar washer, was injured by a spray pipe striking his left side. The injury resulted in his death. A petition was filed for compensation, but before a hearing date was set, parties agreed upon a settlement in accordance with the law. Case dismissed.

**4-100: Mrs. Anna Petrick vs. Armour Packing Company, Omaha.**

On February 18, 1921, Mike Petrick, employe of defendant company, died. Petition was filed alleging that death was caused by unhealthy conditions existing in department where deceased worked. The case was set for hearing several times, but each time plaintiff failed to make an appearance. Case was dismissed.

**4-101: Frank Police vs. Morris Packing Company, Omaha.**

On March 2, 1921, while in the employ of defendant company as a meat stamper, plaintiff alleged that he had "sustained a broken knee in the discharge of his duties and was sent to St. Joseph's hospital." At the hearing July 23, 1921, it developed that plaintiff had been to the hospital to undergo operation a second time for varicose vein ulcers. Compensation was denied and case dismissed.

**4-102: Alexander L. Lyon vs. State Journal Company, Lincoln.**

On December 4, 1920, while in the employ of defendant company as a janitor and watchman, plaintiff injured the instep of his right foot, from the falling of a lever of a baling machine. No report of an accident was made. Defendant company paid plaintiff \$84.00 and medical and hospital expenses. Later plaintiff employed an attorney and the latter made a common law settlement of the case for \$150.00 and submitted it to the department for approval. The Commissioner declined to approve settlement because no accident had been reported and because he had no jurisdiction over claims outside the compensation law. A petition was then filed and hearing had on June 1, 1921. Compensation for eight weeks and one day at \$13.33 was allowed, less \$84.00 already paid, together with medical and hospital expense.

**4-103: John M. Strmic, administrator estate of Nick Kevo, deceased, vs. William Adams Company.**

Pending.

**4-104: James McIntyre vs. L. V. Nicholas Oil Company, Omaha.**

(Insurance Carrier: Standard Accident Insurance Co.)

On April 25, 1921, while in the employ of defendant company, plaintiff strained himself, resulting in hernia. A petition was filed May 20, 1921, and a hearing had July 16, 1921. Compensation was allowed for eight weeks from May 20 1921, at \$15.00 each week, together with medical and hospital expenses.

**4-105: Pearl Denman Wright vs. William J. Poppe, Omaha.**

(Insurance Carrier: Employers Liability Assurance Corp.)

This is a case where a petition was filed on May 24, 1921, praying for the Commissioner to review a doctor bill which had previously been adjusted. The petition should not have been received, as other procedure is followed to determine the reasonableness of a doctor's bill. Case was dismissed. Case appealed.

**4-106: Mary Jackson vs. Railsbach Grain Company, Ashland.**

On July 24, 1920, while in the employ of defendant company as a laborer, Frank Jackson, husband of plaintiff, fell down stairs and was so severely injured that he died in two days. Defendant company offered to pay compensation, but the advisors of the widow prevailed on her to refuse the compensation. Common law action was begun, but after a day's hearing in district court at Wahoo, the case was withdrawn. Then the widow filed a petition praying for compensation. A hearing was had at Ashland and the Commissioner allowed her 350 weeks and \$150 burial benefit, as provided by law. Case appealed. District court reversed the Commissioner. Case is again in the district court on a common law action.

**4-107: Robert Franklin vs. Lincoln Traction Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On April 9, 1921, while employed by defendant company as a laborer, plaintiff was struck on the head with a shovel by a fellow workman; knocked unconscious and lost three weeks work on account of disability. The attack was unprovoked. A hearing was had June 1, 1921, and compensation was allowed for two weeks at \$12.00 each week, together with medical expense.

**4-108: Angus R. Beaton vs. Square Turn Tractor Company, Norfolk.**

On February 19, 1921, while in the employ of defendant company as a blacksmith's helper, plaintiff sustained an injury to his left foot. A petition was filed June 4, 1921. A hearing was had in Norfolk July 28, 1921. The defendant confessed liability and requested that an award be made in accordance with the law. Compensation was allowed for three weeks at \$15.00 each week, together with hospital and medical expenses as provided by law.

**4-109: J. H. Vanvelkenburg vs. Yale & Hopewell, Lincoln.**

(Insurance Carrier: Ocean Guarantee & Accident Corp.)

In May, 1920, while in the employ of defendant, plaintiff strained himself lifting a machine on a wooden track, resulting in hernia. He was operated on May 18, 1920, and on the following day his wife and mother left a written claim for compensation on account of the accident and disability resulting. A petition was filed June 7, 1921, and a hearing had July 6, 1921. Compensation was allowed at \$15.00 each week from May 18, 1920, to July 12, 1920, together with \$100 doctor bill, \$12.50 hospital bill; \$5.00 ambulance bill and 50 per cent penalty for delayed payments of compensation.

**4-110: Stanley Kirmiel vs. Armour & Company.**

Plaintiff received an injury April 15, 1920, while employed by defendant company, that resulted in a double hernia and he was disabled from June 23, 1920, to the time of hearing. A petition was filed June 7, 1921, asking for an award of compensation and surgical treatment to restore plaintiff to his former physical condition, if possible. A hearing was had at Omaha September 8, 1921. It was shown that defendant had offered and was still willing to operate on the plaintiff and pay compensation during temporary disability, but up to this time he had refused the operation. An award was made ordering plaintiff to submit to an operation paid for by the defendant, also compensation at the rate of \$15.00 per week during disability caused by operation. Case appealed. Commissioner's award affirmed.

**4-111: William Ransom vs. Northwestern Iron & Metal Company, Lincoln.**

(Insurance Carrier: Georgia Casualty Co.)

On October 29, 1920, while in the employ of defendant company, plaintiff fell from the top of a bale of rags and injured his right knee. Compensation was paid to January 29, 1921, and final release taken. Later a petition was filed and a hearing had July 7, 1921. Compensation was allowed from date of accident until disability ends, less the amount already paid, and medical and hospital expense as provided by law.

**4-112: Shibley Cathrey vs. Armour & Company, Omaha.**

Plaintiff claimed he sustained an injury on or about the first day of July, 1920, while employed by the defendant company. A petition was filed June 9, 1921, contending that an operation was necessary to restore plaintiff to his former physical condition, he having sustained a severe rupture of the right side. This case was set for hearing at Omaha several times, both sides being duly notified, and in each instance the plaintiff failed to appear. Case was dismissed without prejudice.

**4-113: American Railway Express Company vs. Lou O. Booker, Virginia Gordon and James D. Patteson, Chicago.**

On February 7, 1921, while in the employ of plaintiff company, James D. Patteson was on his way from Chicago to Osceola, Neb. to attend court. While in Omaha, on his way to the superintendent's office of plaintiff company, Mr. Patteson slipped and fell on the icy sidewalk, cutting a gash in his head which required several stitches. Infection set in and on February 14, 1921, Mr. Patteson died. Petition was filed by Mrs. Lou O. Booker, dependent sister, a hearing was had and compensation was allowed for 350 weeks at 85c each week, \$150 burial benefit and medical and hospital expense as provided by law.

**4-114: Henry C. Cook vs. Omaha School Supply Company, Omaha.**

((Insurance Carrier: Employers Liability Assurance Corp.)

On June 11, 1921, a petition was filed by the plaintiff, who claimed he sustained an injury while in the employ of the defendant company some time during the month of September or October, 1919, exact date unknown. Several dates were fixed for a hearing in this case. In each instance the plaintiff failed to appear. Case was dismissed without prejudice.

**4-115: Fred Brooks vs. Morris & Company, Omaha.**

Plaintiff sustained an injury that resulted in the loss of vision of his left eye. A grain of coal dust got into his eye, causing same to become infected. Compensation was denied on the ground that plaintiff was employed by a contractor doing work by contract for defendant. A petition was filed June 4, 1921, and a hearing had at Omaha August 24, 1921. Evidence disclosed that the defendant company paid plaintiff's wages by check. An award for compensation for 125 weeks at \$15.00 per week was made in addition to hospital and medical expenses as provided by law. Case appealed. Affirmed by district court.

**4-116: Pete Zoroya vs. Armour & Company, Omaha.**

On January 27, 1921, plaintiff, while employed by defendant company as laborer in the loading department, strained himself resulting in hemorrhage of the stomach. Petition was filed, but before a hearing date was set parties agreed upon a settlement in accordance with the compensation law. Case dismissed.

**4-117: Arthur Bomar vs. Iten Biscuit Company, Omaha.**

((Insurance Carrier: Travelers Insurance Co.)

Plaintiff alleged he received an injury to his eyes by an explosion of flour that he was throwing into the furnace while performing his usual work for the defendant company. A petition was filed June 15, and the case set for hearing August 22, 1921. Evidence showed that plaintiff's eyes were not injured when treated by the doctor, but that he was suffering with pink eye. Compensation denied and case dismissed.

**4-118: George A. Curtis vs. Morris & Company, Omaha.**

On January 27, 1921, while in the employ of defendant company as chief electrician, plaintiff alleged that the packing blew out of

an ammonia compressor and that he inhaled ammonia causing aggravation of heart leisons. A hearing was had October 6, 1921, and the evidence submitted did not substantiate the claim. The refrigerator engineer and chief engineer denied flatly that there had been a blow-out. Compensation was denied and case dismissed.

**4-119: Mike Kusak vs. Swift & Company, Omaha.**

Pending.

**4-120: Chas. E. Harrington vs. Fairmont Creamery Company, Geneva.**

On April 22, 1921, while employed by defendant company to wash the windows and clean up the place, plaintiff fell from a scaffold striking his side on the top of a barrel, breaking three ribs. A petition was filed and a hearing had July 26, 1921. Commissioner found the employment was casual as the man was employed washing windows and had only worked three hours. There was no agreement as to wages, but plaintiff presumed he was to get 25c an hour. Case dismissed.

**4-121: W. H. Gross vs. Hardy Furniture Company, Lincoln.**

(Insurance Carrier: Employers Liability Assurance Corp.)

On April 15, 1921, while in the employ of defendant company, plaintiff alleged that he, as a stove repair man, was required to do painting in a close room for about three weeks, contracting lead poisoning resulting in disability of about three months. A hearing was had July 11, 1921. The Commissioner was unable to find this plaintiff had anything other than an occupational disease and therefore dismissed the case.

**4-122: William T. Gillam vs. Peoples Coal Company, a corporation, Lincoln.**

On July 1, 1920, while in the employ of defendant company as a coal teamster, plaintiff alleged that he jumped from a coal car to the bed of his wagon and strained his back. He was off from work one week and had a doctor call on him once. On the seventh working day after the accident he returned to work and continued at work shoveling coal in and out of his wagon for a year, earning more money than before the accident. The doctor would not say he had a disability at the hearing, July 14, 1921. Compensation denied and case dismissed.

**4-123: Tom Harmon vs. Rivett Lumber Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Co.)

On May 3, 1921, while in the employ of defendant company as a laborer, plaintiff was injured when a pile of sacks of cement fell on him, striking on the right side of the head, face and body. The insurance company declined to pay compensation. A petition was filed and a hearing had, September 7, 1921. Plaintiff was given numerous physical examinations and X-ray sittings, but not much treatment. Compensation was allowed from May 3, 1921, to September 7, 1921. In addition he was ordered to submit himself for treatment to restore him to his former physical condition at the expense of the insurance company. Case appealed. District court affirmed the Commissioner's award.

**4-124: Jessie W. Webster vs. Omaha Structural Steel Works, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

Plaintiff alleged he received an injury to his back while in the employ of the defendant company. A petition was filed June 25, 1921, asking that compensation and medical expense be paid during period of disability. Case was heard at Omaha August 26, 1921. Plaintiff failed to show his condition was due to the injury complained of, but evidence of physician who treated the case was to the effect that his condition was due to disease. Compensation denied, and case dismissed.

**4-125: William M. Gaskell vs. Jake Kaplan, Omaha.**

On or about May 6, 1921, while in the employ of defendant as a carpenter, plaintiff ran a sliver into the top of his right thumb. It became infected and resulted in the total loss of use of thumb, also caused stiffness to the four fingers, the extent of which could not be determined for a period of six months. Compensation was allowed for loss of use of thumb or 60 weeks at \$15.00 each week, medical and hospital expense as provided by law, also that a further hearing be had at the end of six months to determine the loss of use of fingers if there be any by that time. On appeal to the district court the Commissioner was sustained. The supreme court reversed the district court and the Commissioner.

**4-126: Jacob A. and Matilda L. Schmitz vs. John F. Reader, Hastings.**

(Insurance Carrier: Standard Accident Insurance Co.)

On July 2, 1920, while in the employ of defendant as a truck driver, Morton R. Schmitz, deceased, was killed when a railroad train ran into his truck. A hearing was had October 10, 1921. No first report of this accident was made by the insurance company. The burial benefit was not paid. Medical and hospital expenses were not paid, as required by law. Compensation was allowed for 350 weeks at \$15.00 each week, burial benefit of \$150, medical expenses of \$120, hospital expense of \$31.30, and 50 per cent penalty for delayed payments of compensation. Case appealed.

**4-127: Charles Churchill vs. Pacific Fruit Express Company, North Platte.**

On or about February 1, 1921, while in the employ of defendant company as a storekeeper, plaintiff slipped and fell on his back. He worked two and a half days after the accident and then had to quit. Called a doctor who treated him 55 times. Plaintiff knew nothing of the compensation law and never had been informed by his employer that he was covered by the law. A petition was filed in June, 1921, and a hearing had October 11, 1921. Compensation was allowed from February 1, 1921, at \$15.00 each week until disability ends; medical and hospital expenses as provided by law. Plaintiff was ordered to submit himself for further medical treatment to be paid for by defendant.

**4-128: S. D. Rengler vs. F. H. Gilchrist Lumber Company, Kearney.**

(Insurance Carrier: New Amsterdam Casualty Co.)

On July 24, 1920, while in the employ of defendant company as manager, a bundle of flooring dislodged and struck plaintiff on the left leg below the knee. Soon after the accident plaintiff was advised

to go to California for his health. This resulted in delayed payments of compensation, as only one check for \$150 reached him. Compensation was allowed until disability ends, 50 per cent penalty for delayed payments, together with medical and hospital expenses as provided by law. Case appealed. Commissioner's award sustained with the exception of the penalty.

**4-129: Western Glass & Paint Company vs. E. E. Dunmire, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On August 9, 1910, while in the employ of plaintiff company, defendant fell from a ladder on his head and shoulders, injuring his back and abdomen. Compensation was paid to June 20, 1921, when a petition was filed to have a hearing to determine the disability. Compensation was ordered paid until disability ends.

**4-130: Oscar Lundberg vs. Cudahy Packing Company, Omaha.**

Plaintiff sustained an injury to his hand March 14, 1921, which resulted in a 75 per cent loss of use of middle finger on left hand, while unloading ice for defendant company at Ralston. Compensation was denied by the defendant for the reason that employment was casual. A petition was filed July 1, 1921, and a hearing had at Omaha August 23, 1921. An award was made of compensation for nine weeks temporary disability and 75 per cent of the loss of the use of the finger which was permanent, making a total of 31½ weeks compensation at \$15.00 per week, together with hospital and medical expense as provided by law.

**4-131: W. P. Deverill vs. Mrs. Gottlieb Goodman, mother of Frank Goodman, Omaha.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On May 28, 1918, while in the employ of W. P. Deverill, as foreman of laborers, Frank Goodman was killed. The insurance company began paying \$12.00 per week for 350 weeks to Mrs. Gottlieb Goodman, mother of Frank Goodman. On July 2, 1921, the insurance company filed a petition to have compensation discontinued on the grounds that at the time of Frank Goodman's death there was another unmarried grown son, named William Goodman. Compensation was allowed for 350 weeks at \$12.00 each week, less the number of weeks already paid.

**4-132: Burt Gordon vs. Cottage Grocery, J. Asbyll, proprietor, Lincoln.**

On February 17, 1921, while in the employ of defendant, as a butcher, plaintiff cut the back of his thumb with a knife. He made an alleged settlement with his employer for \$51.60, without reporting the accident to the department. Later plaintiff filed a petition. A hearing was had on August 11, 1921, and compensation allowed for eight weeks at \$13.32 each week, less \$51.60 already paid, together with medical and hospital expense of \$66.00, as provided by law.

**4-133: Alfred E. Barto vs. Ak-Sar-Ben Exposition Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On March 15, 1921, plaintiff was in the employ of defendant company as a laborer, driving a team. Team ran away, throwing him from wagon. Fractured right hand. Compensation was paid for eight weeks. A petition was filed and a hearing had July 21, 1921. Compensation was allowed from June 30, 1921, until disability ends, together with medical and hospital expense as, provided by law.

**4-134: Leonard Rouse vs. Ferry Screen Company, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On December 24, 1921, while in the employ of defendant, plaintiff dislocated his index finger at joint, and lost majority of distal phalanx of the same finger and injured second finger, left hand. A petition was filed but before a hearing date was set, parties agreed upon a settlement according to law. Case dismissed.

**4-134½: Milan Martinow, Boris Visty, administrator, vs. Armour & Company, Omaha.**

On January 10, 1921, while in the employ of defendant company, Milan Martinow, deceased, fell down an elevator shaft and was killed. A petition was filed and a hearing had on August 22, 1921. Plaintiff claimed compensation for dependent child 19 years old in Serbia. Compensation was denied because the Nebraska law does not allow compensation for dependent children over 16 years of age. Case appealed.

**4-135: Earl Stiner vs. Gilinsky Fruit Company, Omaha.**

(Insurance Carrier: Globe Indemnity Co.)

On January 15, 1921, while in the employ of defendant company as a truck driver, plaintiff broke his right arm at the elbow while cranking a car. A hearing was had August 27, 1921, and compensation at \$15.00 each week for 112½ weeks was allowed for 50 per cent loss of use of arm. Case appealed. District court allowed 225 weeks at \$4.05 each week. Later a lump sum settlement was for \$821.33.

**4-136: Albert Anderson vs. Commercial Supply Company, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On April 10, 1920, while in the employ of defendant company as a roofer, plaintiff fell three stories from the roof of a building. He was paid compensation for nine weeks at \$15.00 each week and later paid \$100 for six weeks and four days and settlement receipt taken, being compensation to July 29, 1920. A petition was filed July 14, 1921. Hearings were had September 15 and 29. The Commissioner allowed compensation from July 31, 1921, until disability ends at \$15.00 each week, subject to the provisions of the law, 50 per cent penalty for unpaid compensation from July 31, 1921, to date, medical and hospital expense as provided by law.

**4-137: Simon Brothers vs. Bert Summit, Omaha.**

(Insurance Carrier: New Amsterdam Casualty Co.)

On February 14, 1921, while in the employ of defendant company as a laborer, plaintiff injured his right hand. A hearing was held September 6, 1921. Compensation was allowed for 50 per cent of the loss of use of his right hand, being 87½ weeks at \$15.00 each week, medical and hospital expense as provided by law. Later a settlement was made with Summit for one-half the Commissioner's award. The Commissioner protested the settlement before the insurance commissioner and later the judge who approved the settlement set it aside. The case is now in the district court awaiting to be heard on its merits.

**4-138: Gerald H. Way vs. C. F. Way & Son, Lincoln.**

(Insurance Carrier: Georgia Casualty Company.)

On March 3, 1921, while in the employ of C. F. Way & Son,

Lincoln, plaintiff caught the wheel of his motorcycle in the street car track and threw him from his wheel against a telephone pole, breaking right arm and leg and injuring his head. At the time of the accident he was on his way home to supper and had intended to go back to the store after supper. Compensation was denied on the ground that his injuries did not occur while he was at work. Case dismissed. Case appealed. On appeal the testimony was that plaintiff was injured while at work and was awarded compensation in amount of \$750.

**4-139: Lincoln Traction Company vs. L. Dillard, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On January 14, 1920, while in the employ of plaintiff company as a laborer, defendant was struck on the right leg at the ankle by a stoker, fracturing the same. Compensation was paid until June 15, 1921, when the company filed a petition for a hearing to determine the disability. Hearing was had August 10, 1921, and compensation was allowed for 30 per cent of loss of use of right foot, being 45 weeks compensation at \$15.00 each week, in addition to the amount already paid, and medical and hospital expense as provided by law.

**4-140: Jack Reynolds vs. Fontenelle Hotel, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

On September 20, 1920, while in the employ of defendant as cook apprentice, plaintiff slipped while standing on a box and skinned his leg about six inches from ankle up, causing ulcer. He went to Creighton free dispensary for treatment a few days. Was sent to St. Joseph's hospital as a charity patient. Was operated on for varicose veins on right leg at and above the knee. Injury to ankle was open sore. Up to time of hearing he had been charity patient in Milwaukee and Cincinnati hospitals. Then he came back to Omaha. Charity patient at University hospital and then sent to county hospital. All these hospitals had treated him for sore on the ankle. He was given Wasserman tests thirteen times, once the spinal test. In one instance 2-plus was found. In all other tests negative was reported. Was paid \$60.00 and signed final receipt November 29, 1920. Petition was filed July 20, 1921, and hearings had August 22 and 26, 1921. After hearing case plaintiff could not be found. In March 1922, insurance company paid eleven weeks compensation and final receipt was taken.

**4-141: R. F. Samson vs. Cook and O'Brien, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

The plaintiff received an injury to his knee while engaged in doing some grading work for the defendant company. A claim was made for compensation, the insurance company contesting the case, contending that the plaintiff was an independent contractor; also that he had permitted the statute of limitation to run against him, he not filing his claim within one year from date of accident. The case was heard at Omaha December 8, 1921. The plaintiff admitted he was doing the work by contract, and employed his own help, also paid his employees out of the estimates paid him on his contract. Case dismissed.

**4-142: Edward L. Simon vs. H. J. Cathroe, Lincoln.**

(Insurance Carrier: London Guarantee and Accident Co.)

On January 15, 1915, while in the employ of defendant as a

bricklayer, plaintiff was injured by being struck on the upper left side of the head by a basket, or container of bricks. Compensation was paid for total and partial disability for a period of 300 weeks. A petition was filed before the Commissioner for a hearing to determine whether or not plaintiff was suffering further disability. After the hearing the Commissioner made further investigation in the case by consulting the surgeon who operated on plaintiff's head in the early period of his disability and also consulted a brain and nerve specialist in Omaha. The Commissioner then allowed compensation for total disability at \$8.00 each week, during the balance of his life. On appeal, the district court reversed the Commissioner.

**4-143: David Naylor vs. C. H. Frey, Lincoln.**

(Insurance Carrier: Employers Liability Assurance Corp.)

On the 6th day of November, 1920, plaintiff alleged that septic poisoning affected him while employed as a laborer putting putty on seams of glass roof of green house and that he had to quit January 21, 1921. A hearing was had August 31, 1921. No evidence of an accident was presented and doctors testified and made written statements that plaintiff was suffering from sciatic rheumatism. Compensation was denied and case dismissed because disability was from natural causes. Case appealed.

**4-144: James M. Farlee vs. Swift & Company, Columbus.**

On or about December 29, 1920, while in the employ of defendant company as a laborer, plaintiff was spraying chicken batteries with a whitewash and dip solution. A spray of the solution shot out of the side of the nozzle into his left eye. A hearing was had in Columbus November 9, 1921. Plaintiff was ordered to submit himself within sixty days for an operation at the expense of the employer in an effort to restore his vision to normal. Was operated on December 24, 1921. Another hearing was had at Columbus April 20, 1922. Compensation was allowed for loss of use of left eye, being 125 weeks at \$15.00 each week, together with medical and hospital expenses as provided by law. Case appealed.

**4-145: George Freeney vs. Cudahy Packing Company, Omaha.**

On December 18, 1920, while in the employ of defendant company as a laborer cutting beef for luggers under a sheep drop, plaintiff was struck on the right side of the head and shoulder by a sheep that fell some 75 feet. Compensation was paid to July 9, 1921, at \$15.00 per week. On this date compensation payments were discontinued. A petition was filed and a hearing was had August 25, 1921. Further compensation was denied and case dismissed.

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## DOCKET FIVE

**5-1: Agnes Baroch vs. Hosburgh-Cannon Sales Company, Lincoln.**

On July 4, 1921, Will J. Baroch of Geneva, Nebraska, employed by defendant company to make contracts for sales in various parts of the country, was injured in an automobile accident between Roscoe and Absarokee, Montana, where the party in the automobile was go-

ing to a Fourth of July celebration, and died July 7, 1921. His widow sued for compensation. The Commissioner denied compensation for the reason that deceased was not working at the time of the accident. Case dismissed.

**5-2: Tracy Tolsby vs. Ford Motor Company, Omaha.**

(Insurance Carrier: U. S. Fidelity & Guarantee Co.)

On May 27, 1921, while in the employ of defendant company as a laborer, plaintiff fell between a car and loading dock injuring his side. A hearing was had September 1, 1921, and compensation was allowed for three weeks at \$15.00 each week and medical and hospital expense.

**5-3: John Carter vs. Morris Transfer Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)—Pending.

**5-4: John Moran vs. Great Western Sugar Company, Scottsbluff.**

(Insurance Carrier: London Guarantee and Accident Co.)

On or about January 14, 1921, while in the employ of defendant company as a sweeper, plaintiff injured himself in attempting to lift a barrel of caustic weighing 700 pounds. Compensation was paid for 11 weeks and plaintiff was operated on for hernia. A petition was filed and a hearing had October 13, 1921, at Scottsbluff. Compensation was allowed from date of accident to August 15, 1921, at \$15.00 each week, less amount of compensation already paid, together with medical and hospital expense as provided by law.

**5-5: John Breth vs. Cudahy Packing Company, Omaha.**

John Breth, employed by the Cudahy Packing Company, was injured December 20, 1917, while standing on a ladder lifting bacon. He received a rupture which disabled him for two weeks. He was fitted with a truss and returned to work, working steadily until some time in March, 1921, when he was unable to continue doing the kind of work he had been doing. He was then transferred to a job tending door, but the rupture kept on coming down on him and he was discharged on or about April 15, 1921. He then filed a petition asking for compensation from the culmination of the injury sustained. Case came on for hearing September 22, 1921, and he was awarded compensation from April 1st, 1920, until disability shall have ended, according to law, at \$13.60 per week. Case appealed. Later settled for \$1,000.

**5-6: Mike Ryan vs. Morris & Company, Omaha.**

Plaintiff alleged he received an injury to his leg and knee on or about the 26th day of November, 1920. Employer denied liability on the grounds that disability was not the result of an injury but due to disease. A petition was filed August 9, 1921, and a hearing had September 21, 1921. The evidence disclosed that plaintiff was injured and treated by the company physician. Later he was sent out to the county hospital, where the defendant's physician called on him several times. Compensation was awarded at \$15.00 per week from date of injury, except six weeks that plaintiff worked, until disability shall have ended, also 50 per cent penalty, hospital and medical expense as provided by law. Case appealed. Sustained by district court.

**5-7: W. T. Mahoney vs. Peter Crawshuck, Omaha.**

On July 20, 1921, while in the employ of defendant as a paper hanger, defendant fell from a ladder and broke his left wrist. A hearing was had September 2, 1921. Compensation was allowed from July 20, 1921, to September 2, 1921, as temporary total and 5 per cent loss of use of hand, or 8 3-4 weeks at \$15.00 each week for permanent disability, together with medical and hospital expense as provided by law. Appealed. District court reversed Commissioner.

**5-8: Nick Goss vs. Peoples Ice and Cold Storage Company, Omaha.**

(Insurance Carrier: Employers Liability Assurance Corp.)

Nick Goss, employed by the defendant company, was injured August 15, 1920, by falling off a platform on to the tender of an engine, injuring his arm and hip. He later returned to work and worked a short time, but was unable to continue on account of the injury to his hip. The insurance company denied liability, contending that the plaintiff's condition was not due to injury but caused by an old condition. The case was heard and the Commissioner found that plaintiff's condition was due to the injury sustained while in the employ of the defendant and ordered compensation paid at the rate of \$15.00 per week from August 2, 1921, until disability shall have ended.

**5-9: Mary Nichols, widow of J. J. Nichols vs. M. L. Rawlings, Wymore.**

(Insurance Carrier: London Guarantee and Accident Co.)

On January 16, 1918, while in the employ of defendant, J. J. Nichols, deceased, clutch man in ice plant, had his right arm almost torn from his body and it was amputated shortly after accident. Compensation was paid for 170 weeks, when he died. A petition was filed and a hearing was had October 28, 1921, and again on January 13, 1922. After the evidence was in the Commissioner made further investigation by consulting state medical men. Compensation was allowed for 350 weeks at \$15.00 each week, less the amount already paid, \$100 funeral benefit and medical and hospital expense as provided by law. Case appealed.

**5-10: Carl Harden vs. F. L. Jacobs, Omaha.**

Plaintiff was injured August 17, 1921. Case was heard at Omaha September 16, 1921. Defendant having been duly notified, failed to appear and award was entered in favor of the plaintiff at \$15.00 each week for 4½ weeks, also the 50 per cent penalty, hospital and medical expense as provided by law.

**5-11: Lincoln Brinkley vs. Russell L. Rouse, Hastings.**

On March 14, 1921, while in the employ of defendant as a roofer, plaintiff slipped off the edge of the roof to the pavement, striking both heels, fracturing them. A hearing was had October 10, 1921, and compensation was allowed at \$15.00 each week from March 14, 1921, to August 22, 1921, and \$34.00 doctor bill. Case appealed. Commissioner's award was affirmed.

**5-12: Carl J. Nosky vs. Farmers Union Co-operative Association, Paul.**

On June 2, 1921, while in the employ of defendant association, plaintiff fell down a man-lift elevator, a distance of 35 or 40 feet, injuring his ankle, arm and back. The accident was not reported. The employer carried no insurance. A hearing was had at Nebraska City, October 26,

1921. It was ordered that plaintiff submit himself for medical treatment within thirty days at the expense of the defendant, subject to the provisions of the law, and that he be paid compensation from June 2, 1921, at \$15 each week, until disability ends. Case appealed. District court affirmed the commissioner. Appealed to supreme court.

**5-13: Dale Forsberg vs. The Battery Parts Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Corp.)

On May 16, 1921, while in the employ of defendant company, as an automobile parts mechanic, plaintiff injured his eyes by the explosion of a battery. A petition was filed and a hearing had September 15, 1921, after which plaintiff was sent to a doctor for an examination. Before the hearing was concluded the parties agreed upon a settlement of \$225 which was approved by the commissioner. Case dismissed.

**5-14: W. M. Earls vs. Omaha Merchants Express Company, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

On August 5, 1921, plaintiff bruised right hand which became infected. A petition for compensation was filed, but before the hearing, parties agreed upon a settlement in accordance with the compensation law. Case dismissed.

**5-15: Carl Placek vs. Morris Packing Company, Omaha.**

June 17, 1921, while in the employ of the defendant company, plaintiff received an injury. A petition was filed for compensation, but before the case was heard a settlement was agreed upon in accordance with the compensation law. Case dismissed.

**5-16: James A. McCarthy vs. Kritenbrink & Sons, Omaha.**

(Insurance Carrier: Travelers Insurance Co.)

James A. McCarthy received a severe burn on the index and middle fingers of his left hand, March 12, 1921, while employed as a janitor at the Carlo-Vista Apartments for Kritenbrink & Sons, owners, who denied compensation, claiming no loss of time. Petition was filed claiming a permanent loss of function his index finger. Case came on for hearing September 16, 1921. A further hearing was asked in order to get the testimony of the doctor who treated the burn. The case was again heard October 8, 1921, and the plaintiff was awarded medical treatment according to law and ordered to submit to further examination six months from date to determine functional loss to finger. Later examination showed a loss of 40 per cent and he was awarded compensation at the rate of \$7.70 per week for a period of 14 weeks.

**5-17: William B. Booth vs. R. O. Stake and Omaha Steel Works, Schuyler.**

(Insurance Carrier: Employers Liability Assurance Corp.)

On May 2, 1921, while in the employ of defendant, plaintiff was injured by a heavy piece of steel falling on his right foot. Petition was filed for compensation, but before the case was heard a settlement was agreed upon in accordance with the compensation law. Case dismissed.

**5-18: Petra Lindblad vs. Alex K. Zakem, Fremont.**

On July 22, 1921, while in the employ of defendant as a cook, defendant burned her arm from flying particles off a stove. Infection set in and she was disabled for four weeks. A hearing was had October 10, 1921, and compensation was allowed for three weeks at \$11.33 each week and \$21.00 medical expense as provided by law. Case appealed.

**5-19: Walter Brown vs. Roberts Sanitary Dairy, Lincoln.**

(Insurance Carrier: Travelers Insurance Company.)

On July 12, 1921, while in the employ of Roberts Sanitary Dairy, plaintiff was thrown out of a wagon when the horse that he was driving became frightened and ran away. Brown sustained a serious injury to his knee. Compensation was paid for nearly 7 months. Insurance company then stopped payments, denying further liability, whereupon plaintiff filed a petition for a hearing. The hearing was had and he was awarded compensation until disability ends, plus hospital and medical expenses. Case appealed. Settled for \$400.

**5-20: Harold L. Bridges vs. M. T. Cumings Coal & Grain Company, Lincoln.**

(Insurance Carrier: United States Fidelity & Guarantee Company.)

On August 25, 1921, while unloading coal for defendant company, Harold L. Bridges received an injury by having a lump of coal weighing 60 pounds roll on his foot. Petition was filed. A hearing was held on September 26, 1921. Bridges was awarded \$28.80 compensation, together with medical expenses.

**5-21: Wesley Sutton vs Cudahy Packing Company, Omaha.**

Plaintiff filed a petition September 5, 1921, asking for compensation for a disability alleged to be caused by tuberculosis, contracted in the course of his employment with the defendant company. The case was heard at Omaha September 23, 1921, and it was determined that the disability complained of was not compensable under the law. Case dismissed.

**5-22: Sam Lei vs. Western Heating & Plumbing Company, Omaha.**

(Insurance Carrier: United States Fidelity & Guarantee Company.)

Plaintiff received injuries by a ditch caving in and some dirt striking him while employed by the defendant. No agreement could be reached as to the period of disability as the plaintiff has not worked since injury and refused to go back to work for the defendant after the doctors reported him able to work. A petition was filed and the case heard at Omaha, December 19, 1921. The defendant showed by reports of several doctors and X-ray plates that the plaintiff's disability should not have extended over a period of two weeks. Four weeks' disability having been allowed by the defendant. Case dismissed.

**5-23: W. O. Evans vs. Omaha & Council Bluffs Street Railway Company, Omaha.**

Plaintiff was injured while employed as a motorman for defendant company while coupling on to a "dead" car. The draw bar slipped, striking him on the shin. Defendant denied liability on the grounds that plaintiff was suffering from a varicose condition and not due to an injury. A petition was filed and a hearing had at Omaha. Plaintiff was awarded compensation at \$15 per week for a period of 6 weeks and four days together with hospital and medical expenses as provided by law. Case appealed. Reversed by the district court.

**5-24: Peter Fries vs. Nebraska Hotel Company, Lincoln.**

(Insurance Carrier: Employers Liability Assurance Corp.)

Peter Fries, while in the employ of the Lincoln Hotel, received an injury to his index finger when a 300 pound cake of ice slipped which he was handling. Upon filing a petition the insurance company assumed liability and Fries was paid \$75.75 compensation and hospital and medical expenses.

2-25: John Alvin McCord vs. Pacific Fruit Express, North Platte.  
Pending.

5-26: John R. Slingerland vs. Western Union Telegraph Company,  
Omaha

On February 4, 1921, while in the employ of defendant company as a messenger boy, plaintiff was run into by a Ford car, injuring his back and foot. Medical and hospital bill of \$105.00 was paid in July and \$52.72 was paid in compensation to the boy's mother in two payments. A petition was filed to recover additional compensation. A hearing was had September 26, 1921, when it was shown plaintiff had been paid for one week's compensation more than he had coming and that the doctor and hospital bill had been paid. Case dismissed.

5-27: Jacob W. McIntosh vs. Condon & Bollen, Omaha.

(Insurance Carrier: General Accident Fire & Life Assurance Co.)

Plaintiff sustained an injury while in the employ of defendant company, being struck several times on the head with a pair of iron knuckles by the foreman. A dispute arose as to the per cent of loss of hearing in one ear. Case was tried by stipulation, doctors' reports were submitted and the assistant commissioner recommended that plaintiff be awarded compensation for two weeks' temporary total and 40 per cent loss of hearing in one ear, or a total of 22 weeks at \$14.00 per week, together with hospital and medical expense, as provided by law.

5-28: Patrick Conlin vs. C. H. Buffington, Omaha.

Plaintiff alleged that he had been injured by having his finger cut in a lawn mower and that a spider had bitten his heel while he slept in a room provided by his employer. He asked that compensation be awarded him during the period of disability from September 9, 1921, to October 1, 1921. The case was heard September 14, 1921. The evidence failed to show that he had been injured in the course of his employment, but a spider that bit him during the night caused his disability. Compensation denied.

5-29: Arthur Taylor vs. Central Bridge & Construction Company, Wahoo. Pending.

5-30: Raymond N. Buck vs. Armour & Company, Crookston.

Plaintiff received severe injuries in an automobile accident while engaged as a traveling representative of the defendant company. They disagreed as to the amount of compensation due. A petition was filed and the case was heard at Omaha by agreement of both sides. (Accident happened near Crookston, Neb.) An award was made allowing the plaintiff compensation for a period of 27 1-2 weeks from September 29, 1920, at \$15 a week until plaintiff was able to resume his work as a salesman; also \$200 hospital and medical expense was allowed according to law.

5-31: Jacob Mattox vs. Union Stock Yards Company, Omaha.

(Insurance Carrier: London Guarantee and Accident Co.)

On or about May 5, 1921, while in the employ of defendant company as a water man, plaintiff was knocked down when a wild steer plunged through a gate of one of the pens at the stock yards. Plaintiff struck the back of his head on the hard pavement, causing concussion. Compen-

sation was paid for thirteen weeks. A hearing was had November 14, 1921. Compensation was allowed at \$15 each week until disability ends as provided by law.

**5-32: Gustave Claussen vs. McCaffey Brothers Company, Omaha.**

(Insurance Carrier: Travelers Insurance Co.)

The plaintiff was injured in the course of his employment by falling over a barrel of lime. A dispute arose as to the period of disability and the plaintiff's ability to do the kind of work he did before the injury. A hearing was had at Omaha January 3, 1922, and plaintiff was awarded compensation at \$15 per week from date of injury, June 9, 1921, less amount already paid, and surgical and medical expense as provided by law. Case appealed.

**5-33: Nebraska Power Company vs. Mrs. Harry Lighthall, Omaha.**

On August 6, 1921, while in the employ of plaintiff company, Alfred L. Hewitt, deceased, came to his death while sliding down a rope into a coal bunker. A hearing was had October 7, 1921, to determine the dependency of his mother. Compensation was allowed for 350 weeks at \$10 each week, being the amount he contributed to his mother in proportion to his wages, also \$150 burial benefit, and medical and hospital expenses as provided by law. Case appealed. Settled for \$2,386.60 and medical and hospital expenses.

**5-34: Minnie D. Weaver vs. Beatrice Creamery Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On June 30, 1921, W. J. Weaver died from injuries received on October 13, 1920, while in the employ of defendant company. Compensation was paid during disability following the injury. This petition was filed by his widow as dependent. A hearing was held May 31, 1922, and compensation was allowed for 350 weeks, less the amount already paid, at \$15 each week and \$150 burial benefit.

**5-35: Fred Colton vs. Terminal Warehouse Company, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On July 27, 1921, while in the employ of defendant company, plaintiff was struck on head with a pile of tractor plow beams. Petition was filed for compensation, but before a hearing was held, parties came to an agreement and a settlement was made in accordance with the compensation law. Case dismissed.

**5-35½: James Nellis vs. A. H. Rait, Lincoln.**

James Nellis, a carpenter, while in the employ of A. H. Rait, sustained an injury by falling from a scaffold. Liability was denied and Mr. Nellis filed a petition. A hearing was held and he was awarded compensation at the rate of \$15 per week for a period of 3 days, plus medical expense.

**5-36: E. F. Moore vs. Wood Brothers Construction Company, Bellevue.**

(Insurance Carrier: New Amsterdam Casualty Co.)

September 8, 1921, while in the employ of defendant company as a deck hand on the Missouri river near Bellevue, plaintiff drank river water on two days when the ice ran out. It had been the custom to use condensed water when they had ice, but on those two days when there was no ice, plaintiff drank river water and contracted typhoid fever. He

went to a hospital and was disabled from September 10 to October 4, 1921. A hearing was had October 21, 1921. Compensation was denied and case was dismissed.

**5-37: H. L. Tribner vs. Nebraska Cement Company, Superior.—Pending.**

(Insurance Carrier: Travelers Insurance Co.)

**5-38: Table Rock Brick and Material Company vs. L. P. Jones, Table Rock.**

(Insurance Carrier: Travelers Insurance Company.)

On May 11, 1921, while in the employ of the Table Rock Brick and Material company as a laborer, defendant injured his right knee by tearing the ligaments loose. Compensation was paid from May 12 to June 29. A hearing was had October 27. It was ordered that plaintiff submit to an operation within thirty days and the compensation be paid at \$15.00 each week from June 29 until disability ends.

**5-39: Fairbury Ice Company vs. A. C. Wagner, Fairbury.**

(Insurance Carrier: Travelers Insurance Co.)

On July 22, 1920, while in the employ of the Fairbury Ice Company as an elevator man, defendant fell with loaded elevator, two stories, injuring his hips, knees, feet and head. Compensation was paid for total and partial disability to July 7, 1921. A hearing was had to determine extent of disability. Compensation was allowed for 35 weeks, in addition to what had already been paid, at \$15.00 each week, together with medical and hospital expense as provided by law.

**5-40: Eugene W. Woods vs. Monarch Engineering Company, Auburn.**

On September 1, 1921, while in the employ of defendant company as a laborer, plaintiff was injured by a bridge cap falling on his left knee causing serious bruises above the knee cap. Petition was filed for a hearing on October 3, 1921, but before a hearing date was set the parties agreed upon a settlement in accordance with the compensation law. Case dismissed.

**5-41: Harold Buchler vs. Alamito Dairy Company, Omaha.**

(Insurance Carrier: Employers Liability Assurance Corporation.)

On the 3rd and 18th of January, 1921, while in the employ of defendant company, plaintiff slipped on ice and dislocated cartilage of left knee. Compensation was paid for one week and plaintiff returned to work. In August plaintiff made a settlement with the insurance adjusters. The Commissioner declined to approve the settlement for the reason that he knew nothing about the case. A petition was filed and a hearing had October 22, 1921. It was agreed that the Commissioner should decide the case on the reports of the doctors. Compensation was allowed for 25 per cent of the loss of the use of the leg, being 37½ weeks at \$15.00 each week.

**5-42: Rudge & Guenzel vs. Helen Richards Carlson, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On or about April 26, 1921, while in the employ of plaintiff company as an office clerk, defendant fell down a flight of stairs injuring her right wrist and left elbow. Compensation was paid to September 27, 1921. A hearing was had November 15, 1921, and compensation was allowed for 300 weeks, less amount already paid, at \$2.10 each week, and \$1.42

each week for the balance of defendant's life. This was for 10% permanent loss of use of right wrist and 25% permanent loss of left arm. Case appealed. Lump sum settlement for \$1,000.

**5-43: Hilda Lundberg vs. Marie Tiernan, Lincoln.**

Hilda Lundberg claimed that while in the employ of Marie Tiernan, she fell and sustained a severe sprain and several bruises on her arm. A hearing was held and the Commissioner found that the injured was not an employee of the defendant. Compensation denied.

**5-44: Jesse Vermillion vs. Kiewit & Sons, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

Plaintiff and insurance company could not agree as to the per cent of the permanent loss to plaintiff's finger. The case came on for hearing August 22, 1921; both sides appearing without counsel and after an informal hearing it was decided that the disability was such as to entitle him to 22½ weeks compensation at \$13.20 each week, less amount already paid.

**5-45: John Lennon vs. Stewart Construction Company, Omaha.**

(Insurance Carrier: London Guarantee and Accident Company.)

John Lennon, an employe of the defendant, sustained a rupture, December 27, 1920. A dispute arose as to whether or not he should submit to treatment furnished by the employer or be paid compensation during his disability. The insurance company paid him 10 weeks compensation and on the advise of the attending physician insisted on an operation to reduce the hernia. A hearing was had November 10, 1921, when he was ordered to submit to treatment furnished and paid for by the employer, also compensation at the rate of \$15 per week during the period of disability caused by such treatment.

**5-46: Cudahy Packing Company vs. Birdie Lollis, Omaha.**

The defendant claimed she sustained an injury to her back by falling while in the employe of the plaintiff. A petition was filed by the employer for the purpose of having the Commissioner decide if there was any liability on his part for the alleged injury. A hearing was had December 7, 1921 and defendant was ordered to submit to an examination by a competent surgeon selected by the Commissioner. A report was later submitted showing no disability due to injury. Case dismissed.

**5-47: Mabel F. King vs. Pullman Company, Omaha.**

Plaintiff received an injury to her head while employed by defendant company as a car cleaner on or about the 15th day of July, 1921, and was confined to her home and bed for a period of about 25 days, when she developed a case of mastoiditis, a recurring condition or aggravation of an existing dormant condition. A dispute arose as to the liability of the employer and a petition filed. The case was heard at Omaha, December 20, 1921, when it was determined that her disability was a result of the injury. She was given an award of \$15 per week compensation from date of injury until disability shall have ended, in addition to hospital and medical expense as provided by law. Settled for \$2,872 lump sum with the approval of Commissioner.

**5-48: Minnie Smith vs. Swift & Company, Omaha.**

Mrs. Minnie Smith, an employe of the defendant company, was injured by slipping on the icy dock, February 28, 1920, sustaining an injury to her sciatic nerve and also a fracture of the coccyx. The de-

fendant company paid compensation at the rate of \$13.73 for a period of 31 weeks. A dispute arose as to her ability to resume work. A petition was filed and the case was heard at Omaha, December 29, 1921, and it was found that she was still disabled and recommendation was made for the continuation of compensation payments until disability shall have ended.

**5-49: Elmer Fetters vs. John Ford, Omaha.**

(Insurance Carrier: London Guarantee and Accident Company.)

On May 19, 1921, while in the employ of defendant, painting a sheep shed, plaintiff fell fifteen feet when the scaffold broke and injured the ligaments of his left leg from the knee to the ankle. Compensation was paid to June 25, 1921. A hearing was had November 10, 1921. Doctors testified there was no permanent injury; that plaintiff was suffering from wearing a brace tightly laced on the leg and ankle; that ex-ray showed no bone injury; that if plaintiff would gradually loosen the brace and in a short time discard it his leg would become normal. Order of Commissioner was that plaintiff follow instructions of doctor and if at the end of sixty days the leg had not become normal he was to return to have his disability determined. Plaintiff claimed that he could not stand on his foot after removing the leather brace and continued to work with it on his ankle. Later another hearing was had when three doctors testified that there was no injury to the bones of the foot and the disability the plaintiff suffered from was due to the tight leather brace worn on his foot and lower leg. After the hearing the Commissioner ordered plaintiff to submit himself for treatment in a hospital by a surgeon selected by himself, with the approval of the Commissioner, at the expense of the insurance company, and that compensation at \$15 each week be paid while receiving such treatment.

**5-50: Carl Johnson vs. J. L. Brandeis & Sons, Omaha.**

(Insurance Carrier: London Guarantee and Accident Company.)

Carl Johnson, an employee of the defendant, suffered an injury which resulted in a double inguinal hernia. There was a dispute as to the period of the plaintiff's disability. A petition was filed and case come on for hearing. It was shown that owing to a stitch abscess and weak abdominal wall that made recovery slow, he should be entitled to compensation at the rate of \$15.00 per week for a period of 23 and eight-tenths weeks, less 5 weeks paid since the date of hearing.

**5-51: Malvin S. Sells vs. Omaha Taxi Company.**

(Insurance Carrier: General Accident, Fire and Life Assurance Co.)

The plaintiff was injured while lifting a heavy taxi body for the defendant company. A dispute arose as to the liability of the defendant, inasmuch as the employe continued to do his regular work for sometime after the injury. The case was heard and an award for 7 weeks and 1 days compensation at \$15.00 per week was given, together with hospital and medical expense as provided by law.

**5-52: Pat Hays vs. The Standard Oil Company, Auburn.**

Plaintiff was employed to paint a new service station for the defendant at Auburn, where he fell from a step ladder and broke the ankle and two metatarsal bones. Defendant refused payment of compensation on the grounds that employment was casual. A petition was filed October 22, 1921, and a hearing was had at Auburn, February 24, 1922, when

plaintiff was awarded compensation at the rate of \$15 per week for 19 and one-sixth weeks temporary total disability and in addition compensation for 50 weeks. The same being for 33 and one-third per cent permanent loss of use of the foot, making a total of 69 and one-sixth weeks, together with hospital and medical expense, as provided by law. Case appealed.

**5-53: Wm. H. Griggs vs. Charles G. Ruenker, Grand Island.**

On February 17, 1921, while in the employ of defendant as an auto mechanic, plaintiff's second finger of left hand was caught under car and crushed. Infection of bone followed and hand did not heal until August. A petition was filed October 25, 1921, and a hearing had on January 31, 1922. Compensation was allowed for a period of disability while hand was healing and 75 per cent of the loss of use of second finger of left hand at \$15 each week, together with medical and hospital expenses as provided by law. Case appealed. Commissioner's award reversed.

**5-54: Fred Tolles vs. J. H. Yost Lumber Company, McCool Junction.**

(Insurance Carrier: Employers Liability Assurance Corp.)

On July 13th while in the employ of defendant company as a laborer, plaintiff ruptured himself. He visited one doctor once, bought a truss, wore it three weeks and then went to Omaha for "bloodless treatment for hernia." Insurance company refused to pay for treatments and traveling expenses for plaintiff. A hearing was had in Lincoln, November 30, 1921. Commissioner ordered plaintiff submit himself for an operation in an effort to restore him to former normal physical condition. Also that he be paid \$5.00 expended for a truss.

**5-55: H. C. Smith et al vs. John White, Omaha.**

(Insurance Carrier: Standard Accident Insurance Co.)

Clarence Smith, an employe of the defendant, received injuries that resulted in his death, while in the course of his employment. The action was brought to determine the dependency of the plaintiff. Case was heard on November 25, 1921, evidence introduced and case continued to December 3, 1921, when further evidence was taken. The commissioner found that plaintiff was entitled to compensation at the rate of \$14.66 per week for 350 weeks, hospital and medical expense amounting to \$61.75 as well as \$150 burial benefit. Case appealed.

**5-56: George F. Parrish vs. H. Pelton, Omaha.**

(Insurance Carrier: New Amsterdam Casualty Company.)

George F. Parrish, an employe of defendant, received injuries that resulted in the total loss of his right eye and partial loss of the left eye, while demonstrating a car to a prospective customer. The Insurance Company contested the case, claiming that it was not a demonstration but that the parties were joy riding and also that plaintiff was intoxicated at the time of the accident. A hearing was had at Omaha. An award was made for compensation at the rate of \$15 per week from date of accident until the loss of vision could be determined when a further hearing would be held to determine the permanent loss of vision. Case appealed.

**5-57: Will Wattley vs. Armour & Company.**

Will Wattley sustained an injury to his ankle May 10, 1921, while in

the employ of the defendant company. A dispute arose as to the period of disability. A hearing was had on November 23, 1921. The evidence showed that there was no disability after September 9, when the payments of compensation were stopped. Case dismissed.

**5-58: American Railway Express Company vs. Anton B. Rumery, Omaha.**

The defendant received an injury to his right knee while in the employ of the plaintiff on or about May 2, 1921, by a truck breaking through the pavement, throwing him out on the pavement. A petition was filed by the employer to determine the per cent of loss of use of defendant's leg. A hearing was had at Omaha January 19, 1922, and defendant was awarded compensation for 60 per cent of the loss of his leg, amounting to 129 weeks at \$15 per week, in addition to amount paid for temporary total disability, hospital and medical expenses, as provided by law.

**5-59: Paxton Mitchell Company vs. Don G. Higbee, Omaha.**

(Insurance Carrier: Ocean Accident & Guarantee Co.)

On January 31, 1921, while in the employ of plaintiff company, as a molder, defendant suffered an injury to his left eye. Compensation was paid. On November 8, 1921, a petition was filed praying for a hearing to determine the per cent of loss of vision to his eye. Compensation was allowed for a total of 53 weeks at \$15 each week, together with medical and hospital expenses, as provided by law.

**5-60: Swift & Company vs. Joseph G. McNichols, Omaha.**

This case came on for re-hearing on February 3, 1922. At previous hearing compensation was allowed for total disability for loss of use of both hands. At the second hearing the commissioner allowed compensation for 158 weeks at \$6.80 each week, and \$4.69 each week for the remainder of his life, beginning on the termination of the 158 weeks. Case appealed.

**5-61: Roy Merritt vs. Ringle Drug Company, Omaha.**

(Insurance Carrier: General Accident, Fire & Life Assurance Co.)

Roy Merritt, while employed by defendant company, was thrown from his bicycle, injuring his head and neck. The employer refused to pay compensation. Plaintiff filed a petition, but when the case was brought to the insurance company's attention, the compensation was paid. Case dismissed.

**5-62: Harry L. Harmon vs. Lincoln Gas & Electric Light Company, Lincoln.**

(Insurance Carrier: U. S. F. & G. Co.)

On May 15, 1918, while in the employ of the Lincoln Gas & Electric Light Company as a meter reader, plaintiff slipped on a broken step and fell down a flight of stairs, injuring both feet. Compensation was paid to February 7, 1919, when plaintiff signed final receipts and returned to work. On August 1, 1921, he was compelled to quit work because the original injury culminated in total disability. A petition was filed for a hearing. Plaintiff submitted to operation and extent of disability was reduced. Compensation was allowed at the hearing for \$251.56 for temporary total disability; \$1.61 per week for 233 1-6 weeks, and \$1.09 per week for the remainder of his life, medical and hospital expense as provided by law. Later settled for \$1,100, with the approval of Commissioner.

**5-63: Paul Laubsch vs. C. C. Bickel, Norfolk.**

(Insurance Carrier: General Accident Fire and Life Assurance Corp.)

Plaintiff sustained an injury to his knee by falling June 7, 1921, while in the employ of defendant at Norfolk. Owing to the employer's delay in making a report on this case the insurance company denied liability. A petition was filed November 8, 1921, and a hearing was had at Norfolk, March 6, 1922. Plaintiff was awarded compensation at the rate of \$15 per week from June 10, 1922, until disability ended. Also penalty of 50% from August 5, 1921, to date of the award, for failure to pay promptly the compensation. Plaintiff was further ordered to submit to surgical treatment to restore the use of the leg. Case appealed.

**5-64: V. P. Chiodo vs. A. Commarata, Omaha.**

(Insurance Carrier: Aetna Insurance Co.)

The plaintiff through his insurance company filed a petition to determine the disability of Cammarata, who severely injured his foot while employed as a brick mason. On the 4th day of February, 1922, the case was heard and defendant was awarded compensation at the rate of \$15.00 per week for a period of 22½ weeks, in addition to compensation amounting to \$1,545 which had already been paid, together with medical expense as provided by law.

**5-65: Adolph Wallert vs. Omaha & Council Bluffs Street Railway Company, Omaha.**

The plaintiff suffered an injury November 20, 1920, by being struck in the right eye with a piece of steel from the face of a hammer. A dispute arose as to the percent of vision lost. The doctors reports varied from 11% loss to industrial blindness. The case was heard at Omaha, December 27, 1921, and the plaintiff was awarded two weeks total temporary disability and 125 weeks at \$15.00 per week for the loss of the right eye.

**5-66: Herman E. Allender vs. Evans Laundry Company, Lincoln.**

(Insurance Carrier: Ocean Accident and Guarantee Corp.)

On December 20, 1920, while in the employ of defendant company as a driver, plaintiff had his left leg crushed below the knee when a fellow employe caused a car to jump forward and pin him against the wall of garage. His employer paid him full wages during his disability—\$39 each week. November 12, 1921, plaintiff filed a petition asking for a hearing to determine whether or not he had a permanent per cent of loss of use of leg. Compensation was allowed for 7 1-2 per cent loss of leg, or 16 weeks at \$15.00 each week.

**5-67: C. R. Dudley vs. Goldsberry & Soklyn, Lincoln.**

Employer carried no insurance and both parties appeared without counsel. On September 26, 1921, while in the employ of the defendants, plaintiff broke the thumb bone of his right hand at the base. A hearing was had November 29, 1921, and compensation was allowed for nine weeks at \$15.00 each week, together with medical and hospital expense, and 50 per cent penalty for delayed payments.

**5-68: Byrdee M. Needham vs. Nash Sales Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Corp.)

The plaintiff received a sprained wrist that resulted in a bursitis of the shoulder. The insurance company contested the claim, contending

that a bursitis was not the result of strain, but is caused by trauma directly on the bursa or some facial infection. The case came on for hearing December 5, 1921, and doctors' reports submitted showed that her condition could be due to this sprain received on or about July 17, 1921. She was awarded compensation for \$15 each week until disability shall have ended. She was ordered to submit to treatment furnished and paid for by the defendant. Case appealed.

**5-69: James Oliver vs. Cudahy Packing Company, Omaha.**

The plaintiff alleged he was injured while in the employ of the defendant company by getting rust in his eyes from an iron bar he was using. A petition was filed and a hearing had at Omaha, January 23, 1921. The commissioner found for the defendant and the case was dismissed.

**5-70: Louise Muldoon vs. Hayden Brothers, Omaha.**

(Insurance Carrier: Maryland Casualty Co.)

The plaintiff was injured on or about June 30, 1921, while lifting a pail of candy, the pail catching on a protruding shelf or board back of counter. She was taken to a hospital and operated on, being disabled for a period of twelve weeks and one day. The insurance company contested the claim, contending that her condition was due to female trouble rather than the result of an injury. The case was heard December 5, 1921. Evidence showed that she was hurt by lifting, receiving a severe strain, causing immediate symptoms of an injury. She was awarded compensation at the rate of \$12 per week for 12 weeks and 1 day, together with hospital and medical expense as provided by law.

**5-71: W. J. Assenmacher vs. Alexander Brown, Lincoln.**

(Insurance Carrier: Travelers Insurance Company.)

On September 24, 1921, while in the employ of plaintiff as a laborer, defendant slipped and bruised his right breast on the corner of a wheelbarrow, causing an absces. A petition was filed by the insurance company. On the day of hearing the insurance company admitted liability and agreed to pay compensation in full from September 29, 1921, to December 3, 1921, at \$15 each week, together with medical and hospital expense.

**5-72: Central Power Company vs. Roy Martin, Kearney.**

On December 6, 1920, while in the employ of plaintiff company, as a gas maker, defendant was injured in a gas explosion. Company paid compensation and filed a petition November 21, 1921, to have the Commissioner determine the per cent of loss of use of right arm. On January 19, 1922, the case was heard informally and examining doctor found he had 60 per cent loss of use of arm. This would be 135 weeks at \$15.00 each week, or a total of \$2,025. Case appealed. District court allowed 60 per cent loss of use of hand, or 105 weeks at \$15.00 each week.

**5-73: Edward Madelaine vs. Nebraska Tire & Rubber Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Corp.)

This case was set down for hearing December 12, 1921, both sides being duly notified, plaintiff failed to appear. Case was again set for hearing December 23, 1921. Defendant appeared by attorney. Plaintiff failed to appear. Case dismissed.

**5-74: A. L. Scott vs. M. M. Bree, Culbertson.**

On October 23, 1921, plaintiff was burned by gasoline about the left hand and wrist. Petition was filed but before a hearing was had parties agreed upon a settlement in accordance with the compensation law. A final receipt was executed and case dismissed.

**5-75: William Playford vs. Wyuka Cemetery Association, Lincoln.**

(Insurance Carrier: Maryland Casualty Co.)

William Playford, while digging a grave at the Wyuka Cemetery, sustained an injury to his foot on September 3, 1921. Defendant denied liability. A petition was filed and a hearing was held. Plaintiff was awarded compensation at the rate of \$15.00 per week until disability ends, together with hospital and medical expenses.

**5-76: George H. Baker vs. McGee, Incorporated, Lincoln.**

(Insurance Carrier: London Guarantee and Accident Company.)

On November 20, 1918, while in the employ of defendant company, plaintiff was delivering goods on a motor cycle. An automobile ran into him, throwing him against the claxon of another car, injuring him. The injury did not culminate until May, 1921, when he was operated on. Salary was paid during disability. A hearing was had February 15, 1922. An award was allowed for the payment of medical and hospital expense as provided by law.

**5-77: Dora and Church Wright vs. The Home Builders, Inc., and Union Insulating and Construction Company, Columbus.**

(Insurance Carrier: Travelers Insurance Company.)

This case was filed for the purpose of determining the per cent of dependency. James Paul Wright, son of the plaintiff, was killed by electrocution while in the employ of the defendants. The evidence showed that he was making regular contributions for the support of his parents and they were awarded compensation at the rate of \$6.38 per week for 350 weeks, also burial benefits of \$150 as provided by law. Case appealed. Settled for \$2,162.69.

**5-78: Julius Broderson vs. Stewart Construction Company, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

This case was set for hearing December 22, 1921, at which time defendant showed the Commissioner that an agreement had been made whereby plaintiff was paid compensation according to law, 30% loss of use of left hand. Both parties requested that case be dismissed.

**5-79: C. Z. McFarland vs. Olson Construction Company, Lincoln.**

(Insurance Carrier: U. S. F. & G. Co.)

Some time during August, 1920, while working for Olson Construction company, plaintiff sustained a broken bone in his foot. At the time of the injury it was not considered serious, but it later developed into a serious condition. A petition was filed and a hearing held. Plaintiff was awarded compensation at the rate of \$15.00 each week until disability ends, together with hospital and medical expense as provided by law.

**5-80: John Stoner vs. Walter Thatcher and J. C. Griswold, Omaha.**

John Stoner a plumber was injured by falling, striking his back on a corner of a box while in the employ of Walter Thatcher, contractor, doing some work for J. C. Griswold. The contractor wanted to pay com-

pensation as provided by law, but was unable to do so at the time. He gave the plaintiff \$10 and an order on a third party for whom he had done some work. This order the party refused to honor. A petition was filed and a hearing had February 16, 1922. An award was made giving plaintiff compensation at the rate of \$15.00 per week for 6½ weeks; also doctor and medical expense, as provided by law. Case appealed. District Court allowed compensation for five weeks and four days.

**5-81: Earl E. Sharp vs. Great Western Sugar Company, Scottsbluff.**

(Insurance Carrier: London Guarantee and Accident Co.)

On November 7, 1919, while in the employ of defendant as a beet washer, plaintiff slipped on stairs and strained his back and side. He was given treatment for two weeks and continued working until early in January, 1921. Between February 10, and 15, 1921, he submitted to an operation on a tubercular abscess of his back. He did not work from that time to date of hearing. On January 18, 1922, a hearing was had at the plaintiff's home and testimony of plaintiff and two surgeons was taken. The Commissioner found that the man had a tubercular spine which was caused by the injury in 1919, and allowed compensation from February 15, 1921, until disability ends, at \$15.00 each week. Plaintiff was ordered to submit himself for medical treatment to be paid for by defendant in an effort to restore him to his former normal condition. Case appealed. Commissioner was sustained in District and Supreme Court.

**5-82: Mrs. Stella Hensley vs. Westminster Women's Society of Lincoln and Mrs. L. J. Dunn, president, and Mrs. E. A. Pegler et al.**

On the 7th day of September, 1921, while in the employ of defendant at their restaurant on the Nebraska State Fair grounds, plaintiff cut the index finger of her right hand with a potato knife. Infection set in and on October 12, 1921, the finger was amputated. A hearing was had and the Commissioner allowed plaintiff two weeks temporary total disability and thirty-five weeks on account of the loss of the finger, being 37 weeks at \$15.00 each week or a total of \$555.00. Case appealed.

**5-83: Jewel Tea Company vs. W. D. Campbell, Nebraska City.**

Defendant received an injury while in the employ of the plaintiff as a salesman at Nebraska City. While cranking the car furnished by the employer it back-fired, breaking the wrist of defendant's right arm. Compensation was paid for a period of 6 weeks for temporary disability. A petition was then filed by the employer November 9, 1921, asking for a hearing before the Commissioner for the purpose of determining if there was any further liability. A hearing was had at Nebraska City March 20, 1922. The defendant was awarded compensation at \$15.00 per week for 35 weeks same being for 20% loss of use of right hand. Case appealed.

**5-84: Walter Ernst vs. A. J. Benson, on behalf of Earl Long, Deceased, Grand Island.**

(Insurance Carrier: Aetna Insurance Company.)

On November 18, 1921, while in the employ of plaintiff as a baker, Earl Long, deceased, was instantly killed by accident. A petition was filed by the insurance company to establish dependency on the part of the boy's grandfather, A. J. Benson, with whom he had been living for

two years prior to his death. A hearing was had on January 31, 1922, and compensation was allowed for 350 weeks at \$5.33 each week, \$150.00 burial benefit and medical and hospital expense as provided by law.

**5-85: F. C. Crossley vs. Charles C. Rork, Kearney.**

(Insurance Carrier: Employers Liability Assurance Corp.)

On March 20, 1920, while in the employ of plaintiff as a carpenter, defendant fell a distance, fracturing his left hip. The fracture was not discovered until January 19, 1921. He signed a final settlement receipt on the advice of his doctor May 21, 1920. The case was reopened in September, 1921, and compensation was paid from the date of last payment and continued. Upon further examination it was determined that defendant had lost the use of his left leg. Compensation was allowed for 215 weeks, dating from January 27, 1921, at \$15.00 each week together with medical and hospital expense as provided by law.

**5-86: William J. Brenton vs. North Platte Light and Power Company, North Platte.**

(Insurance Carrier: Travelers Insurance Co. and London Guarantee & Accident Co.)

The plaintiff, an employe of the North Platte Light & Power Company at North Platte, Nebraska, received an injury August 16, 1919, that did not disable him until December 14, 1921. A petition was filed to determine whether or not the disability was due to the original injury or an aggravation of a condition existing produced by a subsequent strain. The case was heard at Omaha by agreement January 19, 1922, and it was decided that the condition was a culmination of the first injury and an award made holding the London Guarantee & Accident Company liable for compensation and treatment ordered. Compensation has allowed at the rate of \$15.00 per week from December 14, 1921, until disability ended, hospital and medical expense as provided by law.

**5-87: Nebraska Material Company vs. Jack Frost, Lincoln.**

(Insurance Carrier: U. S. F. & G. Co.)

On December 26, 1919, while in the employ of the Nebraska Material Company as a laborer, defendant was walking backwards pulling a car of cement out of a kiln. The car ran off of transfer and caught defendant between car and partition wall, breaking both legs, below the knees. Compensation was paid at \$15.00 each week from date of accident until December 8, 1921, when a petition was filed by the insurance company asking for a hearing to determine the permanent disability. A hearing was had on December 28, 1921, and January 11, 1922. The Commissioner ordered defendant to submit himself within thirty days for surgical treatment at the expense of plaintiff, to the end that he be restored as far as possible to his former normal physical condition. Case appealed.

**5-88: George Schlacter vs. Fontenelle Hotel, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

Plaintiff alleged that on the 23rd day of October, 1921, he had his throat and neck slashed by an employe of the above named defendant. Petition was filed for a hearing December 8th, 1921. The case was set for hearing several times but each time plaintiff failed to make an appearance. Case dismissed.

**5-89: Edward Garnsey vs. Edward S. Flor, Omaha.**

Plaintiff alleged that he received an injury while employed by the defendant. His back was sprained, resulting in partial paralysis of the left side of body and the right side of the face. A hearing was had at Omaha by agreement of both parties January 20, 1922, and the Commissioner found the plaintiff's disability due to cerebral hemorrhage and not the result of injury. Case dismissed.

**5-90: Ed Warren vs. E. E. Calwell, Dawes County.**

January 28, 1921, while in the employ of the defendant as a carpenter, plaintiff fell from the roof of a building he was working on, injuring one of his legs. A petition was filed and a hearing held in Hay Springs, March 7, 1922. Compensation was allowed at \$9.23 each week for nine weeks for temporary total disability. It was further ordered that plaintiff submit himself for an examination to determine the permanent disability he had sustained. Case appealed. Commissioner's award reversed.

**5-91: John E. Finnegan vs. Condon & Bolen, Lincoln.**

(Insurance Carrier: General Accident, Fire and Life Assurance Corp.)

On October 14, 1921, while in the employ of defendants as a laborer, plaintiff injured his arm and back when horses jerked scraper that plaintiff was handling. Compensation was paid. A hearing was had on May 4, 1922, to determine per cent of loss of use of the left arm. Compensation was allowed for 60 per cent of loss of use of left arm, being 135 weeks at \$15.00 each week, together with medical and hospital expenses, as provided by law. Also \$6.00 for expenses to Omaha and \$3.60 expended by plaintiff. Case appealed.

**5-92: Emil Levitus vs. Cudahy Packing Company, Omaha.**

On February 8, 1921, while in the employ of defendant company as a ham skinner, plaintiff scratched his left hand on a ham bone, later becoming infected. On June 10, a final settlement receipt was signed for \$430.00. On December 9, 1921, plaintiff filed a petition for further compensation. On January 7, 1922, a hearing was had and compensation was allowed for 50 per cent loss of use of his hand, being \$1,537.50, less amount already paid. Case appealed. District Court affirmed Commissioner's award.

**5-93: Anton James vs. Dold Packing Company, Omaha.**

On August 11, 1921, while in the employment of defendant company, plaintiff fractured the metatarsal bone of left foot when a truck turned over and a piece of iron fell on it. Compensation was paid and medical treatment furnished. Friends of the injured man gave him advice and he refused the medical treatment furnished by the employer and requested another doctor to treat him in a hospital. The insurance company refused to pay further compensation or the second doctor and hospital bills. A petition was filed and an informal hearing had on December 24, 1921. After hearing both sides of the story the Commissioner sent the injured man to an independent doctor to have it determined whether or not the operation was necessary. The Commissioner allowed the injured man compensation from the date of the accident up to the date of the informal hearing, but declined to order the employer to pay the second doctor and hospital bills. Case appealed. District Court affirmed Commissioner's order and award.

**5-94: The County of Boone vs. J. E. Tracy, Albion.**

On October 5, 1921, while in the employ of plaintiff, as a laborer, defendant was trying to remove a space block in the track, hit it with a hammer and a piece of steel flew into his left eye, resulting in loss of vision of eye. Compensation was paid and a hearing was had to determine amount of compensation to be paid. Commissioner allowed compensation for 125 weeks at \$15.00 each week; also \$61.08 hospital, railroad fare and medicine to be paid by defendant.

**5-95: E. E. Trimble vs. Consumers Tea and Coffee Company, Lincoln.**

On November 12, 1921, while in the employ of defendant company, plaintiff fractured his right wrist while cranking a car. A hearing was had January 25, 1922, and compensation was allowed for 10 per cent of loss of use of his right hand, this being  $17\frac{1}{2}$  weeks at \$9.91 each week, together with medical and hospital expenses as provided by law.

**5-97: Fred C. Clemons vs. Elmer Cary, Omaha.**

On November 3, 1921, while in the employ of defendant as a sheet metal worker, plaintiff fell from a ladder, breaking his left leg. The undisputed evidence was that the employer instructed plaintiff to erect a scaffold upon which to do the work. This he neglected to do, and the accident resulted. Compensation denied and case dismissed.

**5-98: Julius Borsen vs. Union Fuel Company, Omaha.**

(Insurance Carrier: General Accident, Fire and Life Assurance Corp.)

Plaintiff received an injury by falling off plank with a wheel barrow full of coal, while in the employ of defendant company. The insurance company denied compensation alleging disability not due to injury. A petition was filed and a hearing had at Omaha, January 18, 1922. The commissioner found for the plaintiff and awarded compensation from October 19, 1921 to January 13, 1922.

**5-99 Thomas J. Adams vs. Pacific Fruit Express, North Platte.**

On January 23, 1921, while in the employ of defendant company, plaintiff was caught in a shaft while repairing an elevator and injured his leg, side and back. He was treated until April 1, 1921. A hearing was had January 16, 1922, at North Platte. Compensation at \$15 each week was allowed until disability shall have ended and the 50 per cent penalty allowed for delinquent compensation payments from date of injury until April 1, 1921.

**5-100: Logan Yule vs. Pittsburgh Glass and Paint Company, Omaha.**

(Insurance Carrier: American Mutual Liability Insurance Co.)

On February 2, 1921, while in the employ of defendant company, as a box maker, plaintiff alleged that he injured his back, arm, chest and jaw. On January 31, 1922, a hearing was had. Plaintiff was awarded full wages during the time he was disabled and he did not substantiate the claim that he was entitled to further compensation. Case dismissed.

**5-101: W. A. Larson vs. H. S. Potter and Charles Hart, Lincoln.**

About the middle of January, 1921 while in the employ of defendants as a dairy laborer, plaintiff fell over a can, striking his right side, resulting in a perinephritic abscess. This developed in July, 1921. The

plaintiff lost no time from work between January and July, 1921. A petition was filed and a hearing was had February 14, 1922. The commissioner on being advised found that the disability suffered by the plaintiff was due to natural causes and not from an injury. Case dismissed.

**5-102: Anton Fuxa vs. John F. White, Omaha.**

(Insurance Carrier: Travelers Insurance Co.)

This action was by the insurance carrier for the purpose of terminating the payments of compensation, defendant having received compensation at the rate of \$15 for a disability of 4 weeks and  $\frac{1}{2}$  day. A hearing was had at Omaha, January 14, 1922. Defendant claimed 12 weeks disability. His own doctor estimated the disability of not more than 3 weeks. An examination by a disinterested surgeon showed him to be suffering with a broken transverse arch which is a fairly common occurrence and not a result of an injury such as this defendant complained of. Further compensation denied.

**5-103: John Tragas vs. Cudahy Packing Company, Omaha.**

Plaintiff lost the middle, ring and little finger of his right hand while grinding a cold chisel on a grindstone in the beef killing department of the defendant. A dispute arose as to the liability of the employer, inasmuch as he contended that the chisel was the property of the employe and he was doing the grinding during the noon hour. The case was heard at Omaha January 30, 1922. The evidence showed that it was customary for the employes to grind tools during the noon hour and also that he used the chisel in performing his work for the defendant company. An award was made for 65 weeks compensation at \$14.40 per week, hospital and medical, as provided by law. Case appealed.

**5-104: M. Pearl Hines vs. City of Kenesaw.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On May 27, 1921, while in the employ of defendant as a mechanic, Ed Hines, deceased, was electrocuted on the roof of a small building he was working on for the village of Kenesaw. A hearing was had in Hastings, March 9, 1922, and compensation was allowed widow for 350 weeks at \$15 each week, \$150 burial benefit, medical and hospital expenses as provided by law. Case appealed.

**5-105: Ralph P. Stone vs. City of Omaha.**

Plaintiff was injured while working for the city as a painter and decorator by falling from a defective ladder striking his back on a box and injuring his spine. A dispute arose as to whether or not his employment was casual and not compensable under the provisions of the Nebraska laws. A hearing was had at Omaha, January 27, 1922, and plaintiff was awarded compensation at \$15 per week from October 21, 1921, date of injury, until disability shall have ended; hospital and medical expenses, as provided by law.

**5-106: Louis D. Greusel vs. Board of Regents, University of Nebraska, Lincoln.**

On September 23, 1921, while in the employ of defendant, plaintiff strained himself, causing a hernia. A petition was filed and a hearing had February 8, 1922. Compensation was denied and case dismissed because plaintiff was employed as a farm laborer, which is excluded from the provisions of the Compensation law.

**5-107: Uriah Bastrum Peek vs. Jerpe Commission Company, Omaha.**

(Insurance Carrier: General Accident, Fire and Life Assurance Corp.)

Plaintiff was overcome by gas from a heater in a railroad car that he was ordered to line with paper. A dispute arose as to whether or not his disability was due to this accident or disease. A petition was filed and a hearing had at Omaha, January 27, 1922. The Commissioner awarded compensation at the rate of \$15 per week from December 21, 1921, date of injury, until disability shall have ended.

**5-108: T. M. Hindel vs. Albert Frederick, Lincoln.**

On December 30, 1921, while in the employ of defendant, plaintiff had upper front tooth knocked out by 6-penny nail. A hearing was had February 16, 1922, and plaintiff was ordered to submit to dental treatment at expense of employer. There was no lost time or medical expense at time of accident.

**5-109: Harold Standley vs. Mrs. E. H. Jenkins, Eagle.**

On November 14, 1921, while in the employ of defendant as a carpenter, plaintiff fell against a brace holding a stall post in a barn being erected, fracturing one rib and loosening another one. He worked three days, then went to see a doctor. Was off from work for a total of thirteen days. A hearing was had March 5, 1922. Compensation was allowed for one week at \$11.20 and \$5.00 doctor bill. Appealed. District Court reversed the Commissioner's award.

**5-110: Fred W. Brueningsen vs. Van Gilder & Bottenfield, Hastings.**

(Insurance Carrier: Aetna Life Insurance Co.)—Pending.

**5-111: Robert E. McAllister vs. Wells-Abbott-Neiman, Schuyler.**

(Insurance Carrier: Integrity Mutual Casualty Company)—Pending.

**5-112: M. B. Travis vs. County Commissioners of Hall County.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On September 30, 1920, while in the employ of defendant, County of Hall, plaintiff, as a teamster, was thrown off a dump wagon between the wagon and horses and injured his stomach and chest. Compensation was paid for ten weeks at \$15 per week. On December 31, 1921 (seventeen days after the statute of limitation had run) plaintiff filed a petition for a hearing. The commissioner investigated the case at Grand Island January 31, 1922, and found that plaintiff had paid doctor, hospital and ex-ray bills of \$41.35 during the time when the case was alive. The insurance company was requested to pay these bills.

**5-113: W. R. Graham vs. Swift & Company, Omaha.**

The plaintiff received an injury to his hand while employed by the defendant company and compensation was paid for 2½ weeks at \$14.88 per week. A dispute arose as to the payment of further compensation, plaintiff claiming additional disability amounting to four weeks. A petition was filed and the case was heard at Omaha, February 14, 1922, and plaintiff was awarded compensation for two weeks at \$14.88 per week from November 29, 1921, the date of the last payment of compensation.

**5-114: Carl Muntz vs. G. A. Crancer, Lincoln.**

(Insurance Carrier: Travelers Insurance Co.)

On February 19, 1921, while in the employ of defendant company, plaintiff, 16 years old, fell down elevator shaft injuring his head and

hip and resulting in partial loss of hearing. Compensation was paid from February 19, 1921, to April 23, 1921, inclusive. A hearing was had February 15, 1922, to determine disability, and compensation was allowed for 75 per cent loss of hearing in both ears, or 75 weeks compensation at \$6.00 per week, and medical and hospital expenses as provided by law.

**5-115: Mary Warcek vs. Cudahy Packing Company, Omaha.**

On the 24 of September, 1921, while in the employ of defendant company as a sausage packer, plaintiff was hit on the head by piece of pipe. A petition was filed for compensation, but before a hearing was held plaintiff requested that the case be dismissed on the grounds that she had been fully compensated.

**5-116: B. F. McDougal vs. Wm. Schmidt, Lincoln.**

On December 2, 1921, while employed by defendant to dig a well, a horse fell into the hole on top of plaintiff, dislocating his shoulder. A hearing was had February 7, 1922, and compensation was allowed for \$50 and medical expenses as provided by law.

**5-117: Leonard Long vs. Maust Brothers Oil Company, Falls City.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

Plaintiff in this case alleged that on December 16, 1921, he injured his side while employed for defendant company; that he worked until January 2, 1922, when he layed off and went to see a doctor, that doctor told him he was slightly ruptured. A hearing was had in Falls City March 7, 1922, and medical testimony taken. Two doctors testified that they had examined plaintiff and found no hernia. Later the injured man's doctor wrote the Commissioner that plaintiff had tenderness over abdomen and that such pain may have been caused by lifting. There was no evidence of a hernia. Compensation denied and case dismissed.

**5-118: Carl M. Jordan vs. Morton-Gregson Company, Nebraska City.**

Plaintiff sustained injury while employed by defendant which resulted in the amputation of his left thumb below the first joint. A dispute arose as to the liability of the employer, inasmuch as proper notice of injury had not been given. Also the contention of the doctor that injury was an old one and probably there when plaintiff was hired. A hearing was had February 24, at Nebraska City, and an award was made in favor of the plaintiff for one week temporary disability and 60 weeks for the loss of thumb at \$14.00 per week, also hospital and medical treatment, as provided by law. The first defense was a technical one furthermore defendant failed to show a previous injury.

**5-119: Bert Lawson vs. Jess Kimberley and Daniel Frantz, Blue Springs.**

On November 22, 1921, while in the employ of defendant, plaintiff got lime in his eye. The disability caused by the lime resulted in a total loss of vision in the left eye. Petition was filed against Kimberley, the contractor and Daniel Frantz, the owner. On March 7, 1922, a hearing was had and plaintiff was awarded compensation at the rate of \$11.73 each week for a period of 125 weeks, together with hospital and medical expenses as provided by law. The case was appealed.

**5-120: Bertha Wright vs. Dold Packing Company, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On May 17, 1921, while in the employ of defendant company, Dave Wright, husband of defendant, in attempting to remove incandescent

electric light globe from socket, received an electric shock, which caused his immediate death. Wright had a wife and two children in Bay City, Texas. Burial benefit of \$150 was paid by the insurance company, but the relatives had difficulty in getting wife of deceased to come to Omaha and prosecute the case. A petition was filed January 20, 1922, and a hearing was had. After the hearing and before an award was written parties agreed to a lump settlement for \$2,250 net to plaintiff, with the approval of the compensation commissioner.

**5-121: Edward L. Green vs. Omaha Steel Company, Omaha.**

(Insurance Carrier: Southern Surety Co.)

Plaintiff claims he sustained an injury to his back while lifting boxes of sand as a moulder's helper. The insurance company denied liability for the reason that his condition was not due to a strain, but the result of a severe cold followed by the griup. A petition was filed and the case heard at Omaha February 10, 1922. The Commissioner found for the defendant, and case was dismissed.

**5-122: William Brown vs. Crown Tire and Rubber Company, Omaha.**

(Insurance Carrier: Georgia Casualty Company.)

On July 5, 1921, while in the employ of defendant company, plaintiff lost his right eye by having it accidentally cut with a knife. Compensation was paid until December 20, 1921, then discontinued. A petition was filed, but before a hearing was had defendant admitted his liability and an award was made giving the plaintiff \$11 each week for 101 weeks, in addition to what had already been paid, 50 per cent penalty for delayed payments, and hospital and medical expenses as provided by law.

**5-123: Dora M. Duffield vs. Western Furniture Company, Lincoln.**

((Insurance Carrier: Aetna Life Insurance Co.)—Pending.

**5-124: Ethel Morris vs. Woodmen of the World, Omaha.**

(Insurance Carrier: Employers Liability Company.)

On November 11, 1921, while in the employ of defendant order, plaintiff sprained her ankle, while participating in Armistice day parade. A hearing was had February 21, 1922, and compensation was allowed from November 11, 1921, to January 9, 1922, at \$12 each week less two weeks already paid, and 20 per cent loss of use of foot, being 30 weeks at \$15 each week, in addition to total temporary disability; also medical and hospital expenses as provided by law.

**5-125: Zeta M. Christensen vs. York Auto Company, York**

(Insurance Carrier: Ocean Accident and Guarantee Co.)

On October 6, 1921, while in the employ of the York Auto Company as auto mechanic, Leonard Christensen, deceased, husband of plaintiff, strained himself in some manner while working under a car, resulting in a knotting of a bowel. Three days later an operation was performed and he died October 9. A petition was filed January 27, 1922, and a hearing was had March 10, 1922. After the evidence was heard and before the award was written the commissioner approved a lump sum settlement for \$2,500 net to the widow.

**5-126: B. E. Smith vs. Albert Frederick, Lincoln.**

On December 22, 1921, while in the employ of defendant as a carpenter, plaintiff fell from a ladder and broke his left wrist. A hear-

ing was had February 16, 1922, and compensation was allowed at \$14.40 each week from December 16, 1921, to February 15, 1922, less two weeks already paid; together with medical expense of \$45 as provided by law.

**5-127: George Hite vs. Morris & Company, Omaha.**

October 28, 1921, while in employ of defendant, plaintiff was injured by having the lid of a manhole slip and fall on the great toe of his left foot. Compensation was paid for 9 weeks at \$15 per week. A petition was filed for further compensation but before the date of hearing, plaintiff executed a final settlement receipt in accordance with the compensation law.

**5-128: Joseph Hudecek vs. Gordon-Lawless Company, Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)

Plaintiff was injured July 2, 1920, while in the employ of defendant company by getting his fingers crushed in a punch press, necessitating the amputation of the distal phalanges of the index and ring fingers and the middle finger at the second joint of his left hand. The insurance company paid the plaintiff 85 weeks compensation for the loss of the 3 fingers. A dispute arose as to whether or not plaintiff was entitled to a per cent of the loss of the use of the hand. A petition was filed and a hearing had at Omaha February 21, 1922. The defendant made a showing to the effect that they had paid plaintiff in full as provided by law. Case dismissed.

**5-129: Hutchins & Hyatt Company vs. J. G. Merriman, Lincoln.**

(Insurance Carrier: Ocean Accident and Guarantee Co.)

On October 27, 1921, while employed by Hutchins & Hyatt Company, as a teamster, defendant was seriously injured when the ambulance of Castle, Roper & Mathews, ran into his team, overturning the wagon. On February 28, 1922, a hearing was had to determine per cent of permanent disability. Compensation was allowed for 25 per cent loss of use of left arm, being 56½ weeks, at \$15 each week, in addition to what has already been paid, together with medical and hospital expenses, as provided by law.

**5-130: Joseph Will vs. Charles Tillotson, Madison.—Pending.**

**5-131: Heady Eggers vs. C. M. Gay, North Platte.**

(Insurance Carrier: Maryland Casualty Co.)

On April 5, 1921, while in the employ of defendant company, plaintiff was injured by a heavy piece of iron falling on his leg. Compensation was paid until September 16, 1921, then discontinued. Petition was filed for further compensation, but before the date of hearing the insurance company agreed to pay.

**5-132: Steve Watrasy vs. Cudahy Packing Company, Omaha.**

On December 1, 1921, while in the employ of defendant company, as casing inspector, plaintiff ruptured himself lifting a barrel of casings. He worked two days, then stayed home during the strike. On February 4, 1922, he filed a petition, praying for compensation. A hearing was had March 28, 1922. Plaintiff was ordered to submit himself for an operation within ten days from date of award at the expense of defendant company and that he be allowed compensation from February 4, 1922, until disability ends, at \$13.16 each week. Case appealed.

**5-133: L. McCandless vs. C. C. Bickel, Lincoln.**

(Insurance Carrier: General Accident Fire and Life Assurance Corp.)

On May 19, 1921, while in the employ of defendant as a laborer plaintiff fell a distance of five feet with a wheelbarrow load of mortar, sustaining fracture below the knee and at the knee. Compensation was paid from date of injury to December 1, 1921. A hearing was had March 5, 1922, and compensation was allowed for 85 per cent of the loss of use of right leg, at \$14.40 each week, in addition to compensation already paid, to date from December 15, 1921. Case appealed.

**5-134: Milo M. Mitchell vs. Parsons Construction Company, Omaha.**

(Insurance Carriers: Integrity Mutual Casualty Co. and General Accident Fire and Life Assurance Corp.)

On October 8, 1921, while in the employ of defendant company as a bricklayer, plaintiff sustained an injury to his left foot when a fellow employe dumped a wheelbarrow loaded with brick onto his foot. From this date until the latter part of December, 1921, he only worked about three days. In the latter part of December the left leg was amputated a few inches below the knee. A petition was filed February 8, 1922. Two insurance companies became involved in a dispute as to which one might be liable for the loss. The dispute being as to whether or not it was an Iowa compensation case. The Commissioner had hearings March 22, 1922; March 29, 1922, July 17, 1922, and July 19, 1922. At the March 29 hearing the Commissioner verbally dismissed the case. All this time the injured man was without legal advise. Later he retained counsel and his attorneys desired a hearing before the Nebraska commissioner. Inasmuch as the injured man was anchored in the middle of the Missouri river, with one insurance company saying it was an Iowa case and the other claiming it was a Nebraska case, the Commissioner determined to give the man a hearing, so that the case could be appealed to the district court and the injury and jurisdiction could be tried out on their merits. Commissioner allowed compensation from October 8, 1921 until December 24, 1921, for temporary total disability at \$15 each week, and 150 weeks for loss of left foot, together with hospital and medical expense. Appealed.

**5-135: Tony Ynkysch vs. Morris & Company, Omaha.**

On November 5, 1921, while in the employ of defendant company, plaintiff ran a bone sliver in back of his left hand which become infected. A petition was filed for compensation, but before the date of hearing, the parties at interest agreed upon a settlement in accordance with the compensation law. Case dismissed.

**5-136: Alfred L. Calvert vs. Omaha and Council Bluffs Street Railway Company.**

Plaintiff alleged he was disabled from the effect of an injury sustained October 10th, 1920, after having worked at his usual work up to December 14, 1921. The defendant company denied liability for the reason he made no demand on them within the statutory time of one year and that he suffered no disability as a result of an injury. A petition was filed February 9th and a hearing had at Omaha March 21, 1922, which was continued to September 5, 1922, to get the evidence of one of the doctors. The evidence did not disclose that there was any disability as a result of the injury beyond the period paid for by the defendant company and the case was dismissed.

**5-137: Harold L. Bridges vs. Cudahy Packing Company, Omaha.**

Plaintiff claimed he suffered a permanent disability due to an injury sustained while employed by the defendant. A petition was filed and a hearing was held at Omaha, March 3, 1922. Plaintiff failed to show a permanent disability and case was dismissed.

**5-137½: Odis Hayes vs. Lindell Hotel, Lincoln.**

(Insurance Carrier: United States Fidelity & Guaranty Company.)

On or about the 25th of January, 1922, plaintiff sustained an injury by having a heavy piece of ice fall on his foot. He lost only one week's time and reported back for work. Later a petition was filed and a hearing was held. He was awarded hospital and medical expense, but no compensation, for the reason that he was only off from work 7 days. His wages were \$65 per month. On appeal he was awarded compensation at the rate of \$15 per week for a period of eight weeks.

**5-138: Mrs. Eva Pugh vs. Thomas Cusack Company, Omaha.**

On January 9, 1922, while in the employ of defendant company as a fireman, James H. Pugh, husband of plaintiff, was obliged to stand in water to drain a boiler; got his feet wet, caught cold, developed into flu, then into bronchial pneumonia, causing his death on January 15, 1922. Hearing held March 27, 1922. Compensation was allowed for 350 weeks at \$15 each week, \$150 burial benefit and medical and hospital expenses as provided by law. Appealed. District court reversed the Commissioner's award.

**5-139: Bernard B. Regier vs. Hamilton County Commissioners, Henderson.**

On September 22, 1921, while in the employ of the defendant as a laborer, defendant injured his ankle above the heel, resulting in disability until November 15, 1921. A hearing was had in Aurora, March 9, 1922, and compensation was allowed at \$15.00 each week for the period of disability and 50 per cent penalty for delayed payments, also \$10 doctor bill. The county commissioners formerly carried insurance on district road workers but on renewal of policy excluded these workers from coverage to save money. The commissioner declined to make any distinction between road workers employed by the county commissioners and road workers employed by road overseers. Case appealed. Settled without commissioner's approval.

**5-140: Willet Harold Starns vs. Wright Electrical Construction Company, Fremont.**

(Insurance Carrier: Ocean Accident and Guarantee Corp.)

On March 1, 1921, while in the employ of Wright Electrical Construction Company as a lineman, plaintiff was badly burned about the head and right leg. The insurance company paid plaintiff compensation at the rate of \$15 per week from March 1, 1921 to June 18, 1921, when plaintiff signed a final release and returned to work. When plaintiff returned to work he learned that he had not fully recovered from the injury and worked only 20 days between June 19, 1921 and November 9, 1921. The insurance company denied further compensation. A petition was filed and a hearing was held. Plaintiff was awarded additional compensation at \$15 per week from June 20, 1921 to November 19, 1921, less the 20 days he had worked.

**5-141: Leo. J. Luther vs. Orleans Electric Light Company, Orleans.**

Plaintiff was injured July 5, 1921, by falling while removing wires from a pole, breaking his leg above the knee. Doctor bills were paid by the employer. A dispute arose as to the liability of the employer. A petition was filed February 23, 1922, and a hearing had at Orleans June 13, 1922. An award was made allowing compensation from date of injury at \$15 per week temporary disability until the extent of the permanent disability can be determined. Plaintiff was also ordered to submit to surgical treatment for the purpose of restoring the use of the leg to as near normal as possible, when another hearing will be had to ascertain the per cent of permanent loss.

**5-142: Mason B. Buck, and Mason B. Buck, as administrator of the estate of Grover C. Buck, deceased, vs. The County of Lancaster, Lincoln.**

(Insurance Carrier: U. S. F. & G. Company.)

On November 14, 1921, while in the employ of defendant as a tractor operator on the highway, Grover C. Buck, deceased, was injured when the tractor went through a bridge at Oak Creek, falling about 60 feet. Compensation was paid for a period. Later physical conditions culminated and he was operated on on January 13, and 17, 1922, but died January 17, 1922. A petition was filed by the young man's father and a hearing was had March 30, 1922. Compensation was allowed for 350 weeks less, amount of compensation already paid, \$150 burial benefit, and medical and hospital expense as provided by law. Appealed.

**5-143: Julia Agnes Scott vs. City of Omaha.**

On February 9, 1922, James E. Scott, a probation police officer of the City of Omaha, was shot and killed while in the performance of his duties. Mrs. Julia Agnes Scott, his mother, aged 65 years, filed a petition praying for compensation under the compensation law as his sole dependent. A hearing was had on March 28, 1922, and compensation was allowed for 350 weeks at \$15 each week, \$150 funeral benefit and medical and hospital expenses as provided by law.

**5-144: Frank Garcia vs. Swift & Company, Omaha.**

Plaintiff alleged he had sustained an injury to his back by falling, while in the employ of defendant Company. A hearing was had at Omaha, April 4, 1922. It was found that there was not sufficient evidence to show that plaintiff's condition was caused by an injury and case was dismissed.

**5-145: Mike McCarthy vs. Morton-Gregson Company, Nebraska City.**

Plaintiff received injuries to the index finger of the left hand, while in the employ of defendant company, January 30, 1922. Claim was made for compensation but the employer ignored the claim and a petition was filed February 14, 1922. Before the case was set for hearing the defendant admitted liability and compensation was paid.

**5-146: Donald Gaughenbaugh vs. George Bressler, O'Neil.**

On January 28, 1922, plaintiff fell through an open cellarway wrenching his ankle, causing disability for 5 weeks. A petition was filed for compensation, but before the date of hearing parties agreed upon a settlement in accordance with the law.

**5-147: Arthur J. Hyland vs. City of Omaha.**

Plaintiff was injured September 21, 1920, by being thrown from a fire truck that was responding to an alarm on the south side. He struck his head on the pavement receiving severe injuries that disabled him to a period of 14 months. A petition was filed March 3, 1922, and a hearing was had at Omaha March 28, 1922. Defendant was willing to admit the injury but contended that the city firemen did not come under the law when this injury occurred. Further, that more than one year had elapsed from the date of injury until demand was made for compensation and therefore could not recover. Defenses were sustained and compensation denied.

**5-148: Charles J. Lodge vs. Lancaster County.**

(Insurance Carrier: U. S. F. & G. Co.)—Pending.

**5-149: American Smelting & Refining Company vs. C. F. Ward, Omaha.**

Defendant received an injury August 28, 1921, while in the employ of plaintiff by having some molten metal splashed on him. Plaintiff paid compensation to the amount of \$495.00, then denied liability for further payments of compensation on the ground that defendant was blind in the right eye due to an injury received prior to the time defendant started working for plaintiff. A petition was filed March 7, 1922, by the employer. A hearing was had at Omaha, May, 3, 1922, evidence showed that the defendant had suffered a previous injury and had lost the vision of the eye before he was employed by the plaintiff. Further compensation was denied.

**5-150: John Marcell vs. Union Stock Yards Company, South Omaha.**

(Insurance Carrier: London Guarantee and Accident Co.)—Pending.

**5-151: Mrs. Jeanette Dubuque vs. Donley-Stahl Company, Lincoln.**

On March 16, 1921, while in the employ of defendant, Roy Clyde Dubuque, son of plaintiff, delivering goods on bicycle, was run over by truck and killed. Defendant paid the boy's mother \$100 and paid the funeral expenses amounting in total \$576.00. A petition was filed by plaintiff claiming compensation as partial dependant. A hearing was had April 5, 1922. Compensation was allowed for 350 weeks at \$6.074 each week and \$150.00 burial benefit.

**5-152: Frank Goodro vs. Cudahy Packing Company, Omaha.**

Plaintiff, while employed by defendant company gradually lost the use of his right hand and arm. A petition was filed asking for compensation, plaintiff contending that in working on a double seaming machine in the tin shop his arm became weak and partly paralyzed. Case was heard at Omaha, June 8, 1922. The evidence showed that plaintiff's condition was due to a slow growing brain tumor or encephalitis, and not caused by injury. Case dismissed.

**5-153: Isaac Pharaoh vs. Morton-Gregson Company, Nebraska City.**

On September 8, 1921, while in the employ of defendant company as a laborer, plaintiff fell and injured his ankle, arm and shoulder. A petition was filed March 11, 1922, and a hearing had in Nebraska City, April 19, 1922. Compensation was allowed for seven weeks and one day at \$14.40 each week, together with medical and hospital expense as provided by law. Case appealed.

**5-154: Albert G. Franks vs. Jetters Beverage Company, Omaha.**

(Insurance Carrier: General Accident, Fire & Life Assurance Corp.)—Pending.

**5-155: Tom Thomas vs. Hippodrome Cafe, Louis Petros and George Ligias, proprietors.**

Plaintiff received an injury to his right hand by having his fingers caught in an exhaust fan while attempting to shut off the power. A dispute arose as to the liability of the employers, as they contended that plaintiff was injured on his own time before his day's work began. A hearing was had at Omaha, April 5, 1922, and it was found that the injury did arise out of and in the course of the employment and plaintiff was awarded compensation at \$8.00 per week from December 14, 1921, together with hospital and medical expense as provided by law. Plaintiff was further ordered to submit to surgical treatment paid for by the defendant to restore the impaired function of his little finger and receive compensation at \$8.00 per week during disability caused by said treatment.

**5-156: Queenie Smith vs. Cudahy Packing Company, Omaha.**

Plaintiff sustained an injury December 29, 1921, by being struck with a conveyor falling from a rail. Defendant paid compensation at \$10.24 per week from date of injury to March 28, 1922, when her doctor reported her able to return to work. A petition was filed claiming that on account of weakness in her shoulder she could not resume her duties. A hearing was had at Omaha, April 6, 1922 and she was awarded compensation and treatment until her disability shall have ended. Case appealed. Settled for \$200.

**5-157: Arvel C. Swearingen vs. Chamber & O'Neil Wrecking Company, Omaha.**

Plaintiff received an injury May 26, 1921, which resulted in the loss of the index finger and some disability to the middle finger of his right hand, while in the employ of the defendants. A petition was filed for the purpose of determining the loss of use of the second finger, defendant having paid plaintiff 35 weeks compensation at \$15 per week for the loss of the index finger. A hearing was had at Omaha, April 5, 1922, and plaintiff was awarded compensation at \$15 per week for 7½ weeks, being 25 per cent of loss of use of middle finger.

**5-158: C. A. Bone vs. Joseph B. Tridle, Nebraska City.**

(Insurance Carrier: Travelers Insurance Company.)

Defendant received an injury to his arm while in the employ of C. A. Bone that resulted in some permanent disability. A petition was filed by the insurance carrier for the purpose of determining the permanent loss. A hearing was had at Nebraska City, April 19, 1922, and an award was made giving the defendant compensation for 70 per cent loss of use of hand, being 112½ weeks at \$15 per week, dating from February 1, 1922.

**5-159: John Monita vs. Omaha Tanning Company, Omaha.**

(Insurance Carrier: Travelers Insurance Co.)

Plaintiff alleged he received a severe burn by getting his foot into a vat containing a solution of Tanic acid and water used for tanning hides, and was disabled for a period of 16 days. A petition was filed and a hearing was held at Omaha, April 10, 1922. There was not sufficient evidence to show that plaintiff's disability was caused by an accident arising out of and in the course of his employment. Case dismissed.

**5-160: Earl Levell vs. Cudahy Packing Company, Omaha.**

Plaintiff fell while employed by the defendant company, on December 31, 1921, and injured his knee. A petition was filed March 25, 1922, claiming compensation at \$15 per week during the period of disability, also hospital and medical expense as provided by law. The case was heard at Omaha, April 14, 1922. Evidence showed that there was no disability immediately following the alleged injury. The surgeon who treated plaintiff testified that if condition was caused by fall there would have been at least one week disability following injury. His opinion was that the condition was of long standing and not a result of an accident. Case dismissed.

**5-161: J. Russel Salsbury vs. Redpath Horner Chautauquas, Friend.**

(Insurance Carrier: U. S. F. & G. Co.)

Plaintiff suffered an injury in the course of his employment July 29, 1921, while double staking a tent just before a severe storm, which developed later into empyemia requiring surgical treatment over a long period of time. The insurance carrier denied liability, contending that the condition was not due to an injury, but to disease. A petition was filed and a hearing had at Lyons by agreement. Plaintiff was awarded compensation at \$6.00 per week from September 11, 1921, until disability shall have ended. Also hospital and medical as provided by law. Appealed.

**5-162: James R. McDonald vs. City of Omaha.**

Plaintiff received injury in the course of his employment that resulted in the amputation of plaintiff's left leg just above the knee. A petition was filed to determine the liability of the defendant. A hearing was had at Omaha, April 17, 1922, and the commissioner found that the plaintiff was entitled to compensation for 7 weeks temporary total disability at \$15 per week and 215 weeks at \$15 per week for loss of the leg, also doctor and medical expense as provided by law.

**5-163: Frank Schultz vs. Lincoln Inn Company, Omaha.**

(Insurance Carrier: Travelers Insurance Co.)

Plaintiff was employed by defendant company and received an injury that resulted in a badly infected hand. Plaintiff was paid compensation at the rate of \$10.00 per week for a period of 10 6-7 weeks. A dispute arose as to the plaintiff's ability to resume work. A petition was filed and a hearing was held April 14, 1922. The Commissioner found that plaintiff had been fully compensated. Case dismissed.

**5-164: Frank Bokla vs. Morris & Company, Omaha.**

Plaintiff was injured while employed by defendant company, shaking hides. On or about the 22nd day of February, 1922, he suffered an injury to his back. Defendant claimed they had no notice of injury or record of employment, and denied compensation. A hearing was had at Omaha, April 17, 1922. Some evidence was introduced and the hearing was continued to give the defendant an opportunity to investigate further. Later defendant admitted liability and an award was made granting plaintiff compensation at \$10.40 per week until disability shall have ended, also hospital and medical expenses as provided by law.

**5-165: J. H. Scoutt vs. Western Publishing and Engraving Company, Kearney.**

On October 21, 1921, while in the employ of defendant company, as a traveling salesman, plaintiff broke his right wrist while cranking

a car, also injuring the right shoulder. He continued to work at regular wage until January, 1922. A petition was filed and a hearing had April 26, 1922. Plaintiff was ordered to submit himself for medical treatment to be paid for by defendant company; \$15.00 a week compensation from date of accepting treatment until discharged by doctor. A further hearing to be had to determine permanent disability, if there be any.

**5-166: Ernest Beckett vs. Swift Packing Company, Omaha.**

On December 20, 1921, plaintiff was injured by a piece of steel flying off from a flue into his second finger. Infection set in, resulting in the loss of the use of the finger. A petition was filed, but before the date of the hearing, defendant assumed liability and agreed to pay compensation in accordance with the law. Case dismissed.

**5-167: J. W. Winter vs. Gooch Milling Company, Lincoln.**

(Insurance Carrier: Integrity Mutual Casualty Co.)

On February 8, 1921, while in the employ of defendant company, as a laborer, handling 100 pound sacks of flour, plaintiff bruised the left side of his abdomen, causing an abscess. A hearing was had on May 2, 1922. After the evidence was taken and before an award was written the parties at interest agreed to a compromise settlement, with the approval of the commissioner, for \$88.00 and the case was closed.

**5-168: Henry A. Voss vs. J. L. Brandies & Son, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On March 18, 1922, while in the employ of defendant as a furniture finisher, plaintiff suffered a double hernia as a result of a strain while lifting a box off a truck. A petition was filed but at the hearing it was shown the insurance company offered an operation immediately following surgeon's examination. Plaintiff seemed to be opposed to take operation. Commissioner ordered plaintiff to submit within ten days for operation and treatment for hernia to be paid for by defendant, and compensation at \$15.00 each week during disability following operation. Insurance company volunteered to pay two weeks before and two weeks following day of operation in advance. Plaintiff failed to submit to operation.

**5-169: R. McCathern vs. Martain Schmidt and Holmquist Grain & Lumber Company, Bancroft.**

(Insurance Carrier: Ocean Accident & Guarantee Co.)

Plaintiff suffered a sun stroke August 27, 1921, while in the employ of the defendant company at Bancroft, cutting weeds and doing other work about the yard. A petition was filed for compensation and a hearing was had at Bancroft, April 28, 1922. It was shown that the injury arose out of, and in the course of the employment and compensation was awarded at \$13.09 per week from date of injury until disability shall have ended; not, however, to exceed 300 weeks, as provided by law. Case appealed.

**5-170: Standard Bridge Company vs. Jack Corlett, Maywood.**

(Insurance Carrier: London Guarantee & Accident Co.)

On November 1, 1921, while in the employ of the plaintiff company, defendant broke the knee cap of his left leg, while hauling steel beams for the bridge company. Compensation was paid from date of accident until April 1, 1922. Defendant paid the doctor bill of \$63.00. He

went to Omaha for examination in March. April 10, 1922, the London Guarantee and Accident Company filed a petition for the employer to have the commissioner determine the disability. After a hearing the Commissioner advised that defendant be sent to an orthopedic specialist in Lincoln for examination and operation if necessary to restore defendant's leg to former normal condition. After an examination by an orthopedic surgeon in Lincoln, defendant (and his son) called at office and informed the Commissioner that he was afraid of an operation and expressed a willingness to take whatever the insurance company saw fit to pay. The defendant impressed the Commissioner as being an honest man and one not attempting to get money in lieu of an operation. The commissioner suggested a compromise settlement, but the insurance company only wanted to pay for 15 per cent loss of leg and \$150 additional in lieu of an operation. The Commissioner allowed 75 per cent loss of use of leg being 161½ weeks at \$15.00 each week and medical and hospital expense as provided by law.

**5-171: D. J. Sheehy vs. J. L. Brandeis & Sons, Omaha.**

(Insurance Carrier: London Guarantee & Accident Co.)

On May 30, 1921, while in the employ of defendant company as a stationary fireman, plaintiff suffered an injury to his right eye when hot oil squirted from an engine into it, resulting in loss of vision. A hearing was had May 4, 1922. Compensation was allowed for loss of vision in right eye, being 125 weeks at \$15 each week less amount already paid, together with medical and hospital expense. Case appealed.

**5-172: J. C. Creegan vs. American Radiator Company, Omaha.**

(Insurance Carrier: Aetna Life Insurance Co.)

Plaintiff claimed an attack of appendicitis was caused by severe strain. Insurance company denied liability. A petition was filed and the case was heard at Omaha April 27, 1922. The Commissioner found that the condition complained of was not due to strain, but was caused by disease. Case dismissed.

**5-173: Morris P. Warden vs. Whitebreast Coal & Lumber Company, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On December 12, 1921, while in the employ of defendant company as a laborer, plaintiff stepped into a hole and injured his leg. Compensation was paid to February 14, 1922, and a final release taken. On April 8, 1922, a petition was filed by plaintiff asking for further compensation. A hearing was had May 24, 1922. Compensation was allowed for eight weeks from February 14, 1922, at \$15.00 each week.

**5-174: P. H. Gammel vs. W. J. Assenmacher & Company, Lincoln.**

(Insurance Carrier: Travelers Insurance Co.)

On November 29, 1921, while in the employ of defendant company as a laborer, plaintiff injured himself. Compensation was paid for 16 weeks. A petition was filed and a hearing was had May 2, 1922. Compensation was allowed from November 29, 1921, to April 28, 1922, at \$12.60 each week, less the number of weeks already paid, together with medical and hospital expenses as provided by law.

**5-175: Ed Lewis vs. Cudahy Packing Company, Omaha.**

On January 19, 1922, while in the employ of the defendant company as a laborer, plaintiff got rust in his right eye. Treatment was given

and compensation was paid for one week and one day at \$12.00 per week. Later plaintiff was sent to hospital for operation to cure eye. Plaintiff is blind in left eye. A hearing was had and compensation was allowed for 12 weeks and 3 days at \$12.00 each week, and medical and hospital expense as provided by law.

**5-176: Mrs. Peder Johnson vs. Omaha & Council Bluffs Street Railway Company, Omaha.**

On December 6, 1918, while Peder Johnson, husband of plaintiff, was in the employ of defendant as a watchman at 25th and Cuming streets, Omaha, he was found unconscious on the sidewalk or street sometime during the night. He was injured on the back of the head, right side and right arm. Compensation was paid from date of accident to February 3, 1922, when he died. At times during the period he was insane. His wife filed a petition praying for compensation as dependant under the law. A hearing was had May 12, 1922, and compensation allowed for 350 weeks at \$12.00 each week, less the number of weeks already paid, \$100.00 burial benefit and medical and hospital expense as provided by law. Case appealed.

**5-177: William Patterson vs. Armour Packing Company, Omaha.**

On March 16, 1922, while employed by defendant company, plaintiff was injured by a piece of lumber falling on his head. A petition was filed before the Commissioner for compensation. Before the date of hearing, the plaintiff executed a final settlement release showing full satisfaction. Case dismissed.

**5-178: Peter Domm vs. Alfred Bloom Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Corp.)

On March 3, 1921, while in the employ of defendant company as a cabinet maker, plaintiff ran a splinter in palm of left hand at base of the middle finger. It became infected and spread to right leg below the knee. The middle finger was amputated. Compensation was allowed for loss of finger and temporary total disability. May 26, 1922, a hearing was had to determine permanent disability. Compensation was allowed for 20 per cent loss of use of foot (30 weeks) and 20 per cent loss of use of hand (35 weeks) making 65 weeks at \$15.00 per week, in addition to what had already been paid, together with medical and hospital expense as provided by law. Case appealed.

**5-179: John von Schooten vs. Farmers Grain & Lumber Company, Sprague.**

On May 9, 1921, while in the employ of defendant company, plaintiff sustained an injury to his left eye. An informal hearing was had, doctors examinations submitted, and the commissioner found that \$560.78 should be allowed for per cent of loss of vision, and medical and hospital expense as provided by law.

**5-180: Clara Atkinson vs. Cudahy Packing Company, Omaha. Pending.**

**5-181: Thomas J. Thompson vs. Morris & Company, Omaha.**

Plaintiff while in the employ of defendant company received an injury by cutting the muscles of his left arm causing a temporary disability of three weeks and one day. Compensation was paid for two weeks and one day. May 1, 1922, plaintiff filed a petition asking for further payments of compensation, contending that he was and would be

for a long time to come unable to do the kind of work he did before the injury. A hearing was had at Omaha, May 26, 1922, where it was shown there was no permanent disability and that plaintiff had fully recovered. Case dismissed.

5-182: James J. Hughey vs. Hibberd Brick Company, Kearney—Pending.

5-183: Emmet Allen vs. Motor Mesenger Service, Lincoln.

On December 24, 1921, plaintiff's bicycle was run into by a car, throwing him off, injuring his head and thumb. A petition was filed for a hearing and he was awarded compensation for three weeks at \$6.00 each week, and medical and hospital expense.

5-184: Niels Lilliethorup vs. Louis Minkin, Omaha.—Pending.

5-185: Pat Cunningham vs. Cudahy Packing Company, Omaha.

On November 26, 1921, plaintiff received an injury to his head and spine by falling while in the employ of defendant company. Compensation was paid for a period of eleven weeks and one-half at \$14.56 per week. A final release was then secured on the promise of giving plaintiff a job at light work. May 8, 1922, a petition was filed and a hearing had at Omaha, May 29, 1922. Compensation was awarded from the last payment until disability shall have ended. Also hospital and medical expense as needed. Case appealed.

5-186: Paul Trullinger vs. C. Herbert Coy Seed Company, Clarks.

(Insurance Carrier: Ocean Accident & Guarantee Corporation.)

Plaintiff claimed he received an injury resulting in an acute attack of appendicitis while employed by defendant company. A petition was filed May 4, 1922, and case was heard at Valley, May 25, 1922. Evidence disclosed condition not due to injury, but caused by disease and not compensable under the provisions of the law. Case dismissed.

5-187: Harold Van Velkinburgh vs. Sanitary Towel & Laundry Company, Lincoln.

(Insurance Carrier: Ocean Accident & Guarantee Corporation.)

On July 19, 1921, while in the employ of defendant as a truck driver, plaintiff was stung on the left wrist by a spider which resulted in an infected hand and arm. Compensation was paid for seven weeks and one day. A petition was filed May 10, 1922, claiming permanent per cent of loss of use of arm. The Commissioner allowed compensation for four weeks, immediately following the signing of the final receipt, because he did not work and was treated twice for the open sores on his wrist.

5-188: Berne K. Stickels vs. Omaha Flat Work Laundry, Omaha.

(Insurance Carrier: Globe Indemnity Co.)

Plaintiff received an injury while in the employ of defendant August 31, 1921. No report of accident was made by the employer to the insurance company. A petition was filed May 11, 1922, but before the case was set for hearing the insurance company admitted liability. Compensation was paid. Case dismissed.

5-189: Eliza Pankratz vs. M. F. Shafer Company, Omaha. Pending.

5-190: Ocean Accident & Guarantee Corporation vs. Henry E. Thompson, Lincoln. Pending.

5-191: John F. Moody vs. U. S. Fidelity & Guaranty Company, Lewanna. Pending.

5-192: August H. Mueller vs. Farmers Union Co-operative Association, Palmer.

On October 22, 1920, while in the employ of defendant association as a clerk, plaintiff fell into an elevator shaft, fracturing his left hip. Compensation was paid for 17 months at \$50.00 each month. A petition was filed May 16, 1922, and a hearing held at Central City, June 12, 1922. Compensation was allowed for loss of use of left leg, being 215 weeks at \$11.54 each week, to begin to run from April 1, 1922, less amount already paid, together with medical and hospital expenses as provided by law.

5-193: John Cole vs. Cudahy Packing Company, Omaha.

Plaintiff injured his back February 22, 1922, while trucking out of a car for the defendant company. He was paid compensation for a period of one and one-half weeks, then went back to do light work after signing final releases. The work was too heavy and he was forced to quit. Defendant denied liability on the grounds that condition of plaintiff was due to rheumatism and not caused by injury. A petition was filed and a hearing held, when plaintiff was awarded compensation for 6½ weeks at \$12.40 each week. Doctor and medicine bills to be paid for by plaintiff as he refused to accept treatment tendered by employer.

5-194: Marion Greenlee vs. John Loric and James Jones, Omaha. Pending.

5-195: George Macklin vs. Cudahy Packing Company, Omaha.

On March 17, 1922, while in the employ of defendant company as a cattle gamboler, plaintiff was struck on the right leg at the shin with a gambol, causing an injury to a previous condition. A hearing was had June 9, 1922, and compensation was allowed at \$10 each week from March 20, 1922, until disability ended. Case appealed.

5-196: Central Granaries Company vs. Frank Sutter, Aurora.

On March 5, 1921, while in the employ of plaintiff company, defendant broke his right leg. Compensation, medical and hospital expenses were paid. A petition to determine the permanent disability was filed. An informal hearing was had May 17, 1922. Compensation was allowed for 20% loss of use of leg, amounting to \$631.90. in addition to what had already been paid.

5-197: Herman Sell, by Fanny Sell, his mother and next friends, vs. Columbus Beverage Company, Columbus.

(Insurance Carrier: Casualty Reciprocal Exchange of Kansas City, Missouri.)

On September 10, 1920, while in the employ of defendant company as a laborer, Herman Sell, son of plaintiff, aged 18 years, was burned on the face, chest, back, abdomen, both arms and left leg. Compensation and medical and hospital expenses were paid from date of injury up to October 4, 1921, when the adjuster for the insurance company prevailed upon the plaintiff and her son to sign common law releases and final settlement receipt for \$450. The Compensation Department made an investigation of the case and found that plaintiff and her son had been defrauded in a sum exceeding \$2,700. Complaint was filed with the state insurance commissioner and the next week a representative

of the insurance company came to Omaha and reopened the compensation case. The complaint filed with the insurance commissioner was dismissed. In April 1922, an examination of plaintiff's arm was made by two Omaha doctors and their opinion submitted to the Commissioner. The insurance company waived a formal hearing before the Commissioner, and the latter made an award allowing plaintiff for 90% loss of use of her son's arm, amounting to 202½ weeks at \$15.00 each week, a total of \$3,137.50. Case appealed.

5-198: Frank Vach vs. Frank Svoboda Monument Company, Omaha.  
Pending.

5-199: Mrs. Julia Payne vs. Orchard & Wilhelm Company, Omaha.

(Insurance Carrier: U. S. Fidelity & Guaranty Co.)

On April 11, 1921, while in the employ of the defendant company as a furniture duster, plaintiff fell from some steps, headfirst, into some furniture and onto the floor, injuring her right hip, right knee and rib. She lost but a few days work following the accident until July 4, 1921, since which time she was paid compensation up to May 16, 1922. A petition was filed and a hearing had June 9, 1922. Compensation was allowed from last payment of compensation until disability shall have ended, as provided by law. Also medical and hospital expenses as provided by law. Case appealed.

5-200: Yale-Hopewell vs. Fred Herrick, Lincoln.

(Insurance Carrier: Ocean Accident & Guarantee Corp.)

On June 20, 1921, while in the employ of plaintiff company as a molder, molten metal spilled onto foot of defendant, causing third degree burn of three smaller toes of right foot. Compensation was paid from date of accident to May 1, 1922. A petition was filed May 23, 1922, to determine permanent disability. A hearing was had June 27, 1922. Compensation was allowed for 12% loss of use of right foot at \$15.00 each week, in addition to what had already been paid; and medical and hospital expense as provided by law.

5-201: F. F. Brightenberg vs. Orchard & Wilhelm Company, Omaha.

(Insurance Carrier: U. S. F. & G. Co.)

On May 15, 1921, while in the employ of defendant company as a furniture repair man, plaintiff was instructed to mix furniture polish in a container or machine. While mixing the polish the lid of the machine came off and the fluid splashed into plaintiff's face and eyes and the fumes were inhaled into his nostrils, resulting in almost immediate interference with vision. Compensation, medical and hospital expense were paid to March 9, 1922, when a final settlement receipt was signed. May 26 a petition was filed and a hearing had June 23, 1922, when compensation was allowed for loss of vision in left eye, being 125 weeks at \$15.00 each week, less amount already paid.

5-202: Norman Crawshaw vs. Florence Lumber Company, Florence.

(Insurance Carrier: Georgia Casualty Co.)

Plaintiff on October 20, 1920, lost the sight of his right eye by being struck with a nail while in the employ of the Florence Lumber Company. Compensation was paid for a period of 62 weeks when plaintiff was induced to sign final releases. An investigation by the Department disclosed the fact that plaintiff had a greater loss than paid for by the insurance company. A petition was filed and a hearing held when plaintiff was awarded compensation for a period of 125 weeks

at \$15.00 per week, less amount already paid, together with hospital and medical expense, as provided by law.

**5-203: O. L. Prater vs. M. T. Cummings Grain Company, Lincoln.**

(Insurance Carrier: U. S. Fidelity & Guaranty Co.)—Pending.

**5-204: Geo. Joshenbec vs. Dold Packing Company, Omaha.**

(Insurance Carrier: Integrity Mutual Casualty Co.)—Pending.

**5-205: C. Z. McFarland vs. Olson Construction Company, Lincoln.**

(Insurance Carrier: U. S. Fidelity & Guaranty Co.)—Pending.

**5-206: Orlie V. Rausch vs. Singer Sewing Machine Co., Hastings.**

On August 27, 1921, while in the employ of defendant company as a salesman and general employe, plaintiff sustained an injury when a crated sewing machine slipped and fell, striking him on the outside of the left leg just above the knee. A growth developed on the leg and it was treated and later operated on in December, 1921. On March 4, 1922, his leg was amputated above the knee. On June 7, 1922, a petition was filed and a hearing held at Hastings. Compensation was allowed for temporary total disability from October 18, 1921, to March 4, 1922, at \$15.00 each week; 215 weeks at \$15.00 each week for loss of left leg and medical and hospital expense in the amount of \$750.00.

**5-207: James A. Edgerton vs. Robert Parks Heating Company, Platts-mouth.**

(Insurance Carrier: Georgia Casualty Company.)—Pending.

**5-208: Donald Lee vs. Night & Day Messenger Service, Omaha. Pending.**

**5-209: Joseph Palmaffy vs. Swift & Company, Omaha. Pending.**

**5-210: Joseph P. Wentz vs. Gordon Van & Storage Company, Omaha.**

(Insurance Carrier: General Accident Fire & Life Assurance Corp.)—Pending

**5-211: Earl E. Thompson vs. Great Western Sugar Company, Bayard.**

(Insurance Carrier: London Guarantee & Accident Co.)—Pending.

**5-212: Lincoln Telephone & Telegraph Company vs. A. V. Loy, Beatrice. Pending.**

**5-213: George Smith vs. A. C. Butke, Contractor, Omaha.**

(Insurance Carrier: Aetna Life Insurance Co.)—Pending.

**5-214: Beulah Van Vleet vs. Public Service Company, York.**

(Insurance Carrier: Utilities Indemnity Exchange.)—Pending.

**5-215: Walter Garrett vs. C. O. Faulk and James Morton & Son, Omaha. Pending.**

**5-216: Yankee Hill Brick Company vs. Geo. B. Doyle, Lincoln.**

(Insurance Carrier: Ocean Accident & Guarantee Corporation.)

On September 21, 1921, while in the employ of plaintiff company as a machine tender, defendant had his right arm caught between belt and pulley bruising and crushing soft tissues between the hand and the shoulder. Compensation was paid in the amount of \$226.00. A petition was filed by the plaintiff to have the permanent disability determined. Compensation was allowed for 10 per cent loss of use of right arm, being 22½ weeks at \$15.00 each week, in addition to what had already been paid, together with medical and hospital expense as provided by law.

## **PART II**

### **DEPARTMENT OF LABOR**

#### **FACTORY INSPECTIONS.**

The Department has little or no complaint to make regarding those subject to the various labor laws. Employers of labor have learned that it is to their advantage to protect their workmen. In complying with the labor laws by guarding carefully all machinery they can reduce the premiums on their compensation insurance.

The Department has been aided in its factory inspections by the insurance companies. They find that the employer who complies with the health and safety regulations has less accidents.

During 1921 session of the legislature, this Department sponsored an amendment to Art. 12 Title V, Chapter 190, of the laws for 1919, requiring insurance companies to file inspection reports with the Department of Labor.

We quote here the amendment:

Section 1. Amendment.—That Article 13, Title V, Chapter 190 of the laws of Nebraska for 1919, be amended by the addition thereto of a new section to be numbered Section 24, to read as follows:

Section 24. Insurance inspectors report—failure—penalty.—Whenever any employer shall insure liability to employes as provided by law in any liability insurance company or companies, or in any mutual insurance association, and such insurance company or associations shall, by agent, representative or otherwise, inspect the premises covered by agent, representative or otherwise, inspect the premises covered by the insurance policy, such company or association shall furnish to the Department of Labor a full and complete copy of the report of the physical defects together with recommendations made by such agent, representative or other inspector making the report. Wilful failure to comply promptly with the provisions of this section, shall be sufficient cause for the revocation of the charter of such insurance company or association.

By this amendment the department is able to keep a check on the various inspections made by the inspectors of the insurance companies thereby enabling it to get a better compliance with the health and safety regulations and further it enables the Department to know just where the defective machinery is.

## FEMALE LABOR

There has been a general compliance with the Female Labor law. There were 15 complaints filed with the department, but when the employers' attention was brought to the provisions of the law they agreed to comply. No arrests were made, the violators agreed to promptly abide by the law.

## CHILD LABOR.

There were 756 age and school certificates filed during the last year and one-half. Outside of a few complaints there has been a general compliance with the child labor law. No arrests were necessary. All employers agreed to abide by the law.

## FREE EMPLOYMENT

During the last year and one-half the Division of Free Employment which maintains an office at Lincoln has done very good work. The Employment Division co-operates with the federal and municipal employment agencies.

Following is the report of the Division for the last year and one-half:

|              | 1921                |                 |          |                     |
|--------------|---------------------|-----------------|----------|---------------------|
|              | Registra-<br>tions. | Help<br>Wanted. | Referred | Reported<br>Placed. |
| Male .....   | 10,223              | 6,030           | 6,074    | 3,460               |
| Female ..... | 771                 | 544             | 473      | 267                 |
| Total .....  | 10,994              | 6,574           | 6,547    | 3,727               |

## From January 1, 1922, to July 1, 1922.

|              |       |       |       |       |
|--------------|-------|-------|-------|-------|
| Male .....   | 1,932 | 2,025 | 1,222 | 967   |
| Female ..... | 736   | 719   | 461   | 335   |
| Total .....  | 2,668 | 2,744 | 1,683 | 1,302 |

## COLLECTION OF WAGES

Although this Department has no power under the law to enforce the payment of wages due working people, we did, however, succeed in collecting \$839.59.

## INDUSTRIAL DISTURBANCES.

There were but two strikes in the state covering the period from January 1921, to July 1, 1922, the most serious being the packing house workers in Omaha and Nebraska City. The other being the job printers strike in Omaha.

On December 5, 1921, the Amalgamated Meat Cutters and Butcher Workmen's Union ordered all its members on strike on that day to resist a reduction in wages. The total membership of the organization on that date was 3,000. The strike had international union sanction, and it affected 4,625 employees. The wage scale on date of strike was, men 45c to 82½c per hour and women 33c to 40c per hour. Strike breakers were imported to fill the places of the strikers, but the number imported is unknown. The strike was lost. The wage scale at the end of the strike was, men 37½c to 79½c per hour; women 26c to 37½c per hour. The cost of the strike to the union was \$11,452. Loss in wages estimated at \$662,343.30. Financial assistance was received from various unions and individuals. The money so received was accounted for by publication. This strike affected seven local unions chartered by the international union in the packing centers of the country. Following were the number affected in the different plants in Omaha and Nebraska City on the date of the strike:

|                         | No. of<br>Employees. | Remained On Strike.<br>at work. |       |
|-------------------------|----------------------|---------------------------------|-------|
| Armour & Company .....  | 1,330                | 390                             | 940   |
| Swift & Company .....   | 1,385                | 830                             | 550   |
| Morris & Company .....  | 800                  | 200                             | 600   |
| Cudahy Packing Co. .... | 1,900                | 250                             | 1,655 |
| Dold Packing Co. ....   | 620                  | 120                             | 500   |
| Morton-Gregson .....    | 450                  | 65                              | 385   |
| Total .....             | 6,485                | 1,855                           | 4,630 |

The printers strike in Omaha to secure the 44-hour week occurred May 1, 1921. Eighty members of the union were called out. The wage scale at the time of the strike was \$42 per week for 48 hours. The scale demanded under the 44-hour week was \$41 per week. Omaha Typographical Union No. 190 was organized in 1883 and it had 340 members when the strike occurred. It is an international strike, the contest being as stubbornly resisted in Canada as in this country. Approximately 8,000 members walked out in the jurisdiction on May 1, 1921. The outstanding feature of this strike is the assessment voted by the members to maintain the strike. For many months there was a 10 per cent. assessment on the earnings of the 60,000 working members. From May, 1921, to July 1, 1922, \$10,021,917.05 was collected by this assessment. All of this sum except \$400,000 was paid out to the strikers, they being paid \$23 and \$27 each week. The assessment was reduced to seven per cent in December and then to five per cent. in April of this year. The strike is still on. Omaha is the only city in Nebraska affected by this strike.

## WAGE SCALE FOR OMAHA 1922.

The wage scale of the skilled workers in Omaha for 1922, is as follows:

|                               | Per Hour.  |
|-------------------------------|------------|
| Carpenters .....              | \$ .90     |
| Cement finishers .....        | .90        |
| Electricians .....            | 1.12½      |
| Hod carriers .....            | .55 to .60 |
| Common laborers .....         | .35 to .45 |
| Lathers .....                 | 1.00       |
| Painters .....                | .90        |
| Plasterers .....              | 1.25       |
| Plaster helpers .....         | .35 to .45 |
| Brick layers .....            | 1.00       |
| Elevator constructors .....   | 1.00       |
| Gas fitters .....             | 1.12½      |
| Hoisting engineers .....      | 1.00       |
| Marble cutters .....          | .87½       |
| Marble setters .....          | 1.00       |
| Masons .....                  | 1.00       |
| Ornamental Iron workers ..... | 1.00       |
| Pipe coverers .....           | 1.00       |
| Plumbers .....                | 1.00       |
| Roofers .....                 | 1.00       |
| Sheet metal workers .....     | 1.00       |
| Steam fitters .....           | 1.00       |
| Steam fitter helpers .....    | .75        |
| Stone cutters .....           | 1.00       |
| Structural iron workers ..... | 1.00       |
| Tile setters .....            | 1.00       |

## INDUSTRIAL STATISTICS.

While agriculture is the basis of Nebraska's material wealth, the fact is that Nebraska is becoming a great manufacturing state.

The chief difficulty of the Department is to get reports from the manufacturing establishments. The law requires every manufacturer to send in a report. When the manufacturer fails to report, he is wilfully missing an opportunity to boost himself as well as his state.

Fourteen hundred questionnaires were sent out for each of the years 1920 and 1921, and 525 reported for 1920, and 363 for 1921.

It is hoped that this co-operation will be improved upon during the years to come.

The following tables show the importance of Nebraska as a manufacturing and industrial state:

LABOR—1921.

|                                        | Number Reporting | Wage Earners |        | Wages Per Day |        | Hours of Labor |        | Children Over 14 and Under 16 |
|----------------------------------------|------------------|--------------|--------|---------------|--------|----------------|--------|-------------------------------|
|                                        |                  | Male         | Female | Highest       | Lowest | Highest        | Lowest |                               |
| Agricultural Implements .....          | 5                | 79           | 2      | 5.20          | 3.00   | 10             | 8      |                               |
| Sheet Metals and Lead .....            | 9                | 55           | 2      | 9.00          | 2.50   | 10             | 8      |                               |
| Miscellaneous .....                    | 14               | 1,053        | 813    | 9.00          | 2.50   | 10             | 8      | 1                             |
| Automobile and Trucks .....            | 6                | 198          | 11     | 9.00          | 2.50   | 10             | 8      |                               |
| Beet Sugar .....                       | 1                | 189          | 11     | 4.93          | 3.60   | 12             | 8      |                               |
| Bread, Pies and Pastries .....         | 19               | 265          | 56     | 10.00         | 1.50   | 16             | 8      | 4                             |
| Biscuit and Cracker Products .....     | 2                | 397          | 347    | 4.35          | 2.30   | 9              | 8      |                               |
| Brick and Tile .....                   | 11               | 332          | 1      | 6.00          | 2.50   | 10             | 8      | 5                             |
| Building Material .....                | 18               | 155          |        | 6.50          | 3.00   | 12             | 9      |                               |
| Butter, Ice Cream and Eggs .....       | 2                | 477          | 187    | 7.00          | 2.00   | 10             | 5      | 1                             |
| Canning Goods .....                    | 2                | 119          | 64     | 3.00          | 1.80   | 10             | 8      |                               |
| Canvas Goods .....                     | 4                | 111          | 157    | 5.50          | 2.95   | 10             | 8      |                               |
| Cooperage .....                        | 1                | 50           |        | *             | *      | 8              |        |                               |
| Carpets, Rugs and Furniture .....      | 3                | 138          | 9      | 3.65          | 1.00   | 8              | 4      |                               |
| Flour and Mill Products .....          | 42               | 355          | 15     | 10.00         | 2.50   | 12             | 6      |                               |
| Gas and Electricity .....              | 30               | 422          | 39     | 6.00          | 2.00   | 12             | 8      | 2                             |
| Granite and Marble Monuments .....     | 7                | 22           | 2      | 9.67          | 4.00   | 10             | 8      |                               |
| Harness and Leather Goods .....        | 12               | 23           | 1      | 4.50          | 2.00   | 10             | 8      |                               |
| Iron Products .....                    | 20               | 648          | 37     | 7.50          | 1.35   | 10             | 8      |                               |
| Ice .....                              | 6                | 135          | 1      | 7.25          | 3.00   | 10             | 8      |                               |
| Jewelry .....                          | 3                | 6            | 4      | 10.50         | 4.00   | 9              | 7      |                               |
| General Laundry .....                  | 9                | 110          | 237    | 6.00          | 2.00   | 9              | 8      |                               |
| Lumber and Planing Mill Products ..... | 6                | 207          | 31     | 6.30          | 2.80   | 9              | 8      |                               |
| Mineral and Soda Water .....           | 18               | 86           | 10     | 5.00          | 1.00   | 10             | 8      |                               |
| Paints, Lead and Oil .....             | 2                | 17           | 2      | 3.99          | 3.95   | 9              | 8      |                               |
| Poultry Feed and Seed .....            | 3                | 79           | 50     | 4.85          | 2.00   | 10             | 8      |                               |
| Patent Medicines, etc. ....            | 8                | 28           | 46     | 5.62          | 2.50   | 10             | 8      |                               |
| Pickles, Vinegar and Sundries .....    | 6                | 41           | 14     | 5.50          | 2.25   | 9              | 8      |                               |
| Publishing and Printing .....          | 43               | 654          | 227    | 10.00         | 2.32   | 10             | 8      | 13                            |
| Clothing and Textiles .....            | 3                | 37           | 581    | 5.41          | 2.56   | 10             | 8      |                               |
| Slaughtering and Packing .....         | 4                | 1,863        | 179    | 7.50          | 3.10   | 10             | 8      |                               |
| Tobacco and Cigars .....               | 12               | 24           | 31     | 9.80          | 3.00   | 9              | 8      | 1                             |
| Brooms and Wristles .....              | 2                | 75           | 21     | 6.00          | 1.80   | 9              |        |                               |
| Ice Cream and Confections .....        | 13               | 183          | 158    | 8.00          | 1.75   | 14             | 8      |                               |
| Concrete Products .....                | 12               | 159          | 2      | 9.00          | 2.00   | 10             | 8      |                               |
| Boxes and Crates .....                 | 5                | 192          | 60     | 5.00          | 1.80   | 10             | 8      |                               |

LABOR—1920.

|                                         | Number Reporting | Wage Earners |        | Wages Per Day |        | Hours of Labor |        | Children Over 14 and Under 16 |
|-----------------------------------------|------------------|--------------|--------|---------------|--------|----------------|--------|-------------------------------|
|                                         |                  | Male         | Female | Highest       | Lowest | Highest        | Lowest |                               |
| Agricultural Implements .....           | 10               | 231          | 7      | \$6.00        | \$2.40 | 10             | 8      |                               |
| Miscellaneous .....                     | 14               | 935          | 63     | 8.00          | 1.50   | 10             | 8      |                               |
| Alfalfa, Molasses and Grain Feeds ..... | 9                | 245          | 29     | 6.00          | 2.50   | 10             | 8      |                               |
| Automobiles and Trucks .....            | 7                | 192          | 27     | 3.00          | 2.50   | 10             | 8      |                               |
| Beet Sugar .....                        | 5                | 3,248        | 122    | 6.79          | 2.92   | 12             | 8      | 4                             |
| Bread, Pies and Pastries .....          | 33               | 293          | 76     | 19.65         | 1.00   | 11             | 5      |                               |
| Biscuit and Cracker Products .....      | 2                | 403          | 414    | 4.56          | 2.16   | 9              | 8      | 2                             |
| Brick and Tile .....                    | 11               | 392          | 1      | 6.50          | 4.00   | 10             | 8      |                               |
| Building Material .....                 | 1                | 150          | ....   | 4.50          | .....  | 10             | 8      |                               |
| Butter, Ice Cream and Eggs .....        | 29               | 858          | 354    | 10.43         | 2.50   | 12             | 8      |                               |
| Canning Goods .....                     | 5                | 305          | 257    | 5.00          | 3.00   | 16             | 8      |                               |
| Canvas Goods .....                      | 7                | 124          | 178    | 8.00          | 2.50   | 10             | 8      |                               |
| Cooperage .....                         | 1                | 50           | ....   | ....          | ....   | 8              | ....   |                               |
| Carpets, Rugs and Furniture .....       | 6                | 209          | 11     | 9.00          | 2.00   | 9              | 6      | 4                             |
| Flour and Mill Products .....           | 61               | 533          | 50     | 15.00         | 2.00   | 16             | 8      | 7                             |
| Gas and Electricity .....               | 45               | 1,514        | 838    | 8.00          | 1.00   | 12             | 8      | 16                            |
| Granite and Marble Monuments .....      | 11               | 36           | 4      | 10.00         | 2.50   | 10             | 8      |                               |
| Harness and Leather Goods .....         | 21               | 73           | 3      | 6.00          | 1.60   | 12             | 8      |                               |
| Iron Products .....                     | 29               | 874          | 50     | 10.00         | 2.00   | 10             | 6½     | 6                             |
| Ice .....                               | 6                | 167          | 1      | 6.00          | 3.00   | 10             | 8      |                               |
| Jewelry .....                           | 1                | 20           | 3      | 7.00          | 2.00   | 9              | 7      |                               |
| General Laundry .....                   | 4                | 142          | 517    | 7.50          | 1.51   | 9              | 5      |                               |
| Lumber and Planing Mill Products .....  | 12               | 320          | 17     | 11.00         | 3.00   | 10             | 8      |                               |
| Mineral and Soda Water .....            | 9                | 117          | 7      | 7.50          | 3.00   | 10             | 8      | 2                             |
| Paints, Lead and Oil .....              | 27               | 73           | 8      | 6.80          | 2.36   | 10             | 8      |                               |
| Poultry Feed, Seed and Incubators ..... | 3                | 61           | 26     | 10.00         | 2.50   | 9              | 8      | 1                             |
| Patent Medicines, etc. ....             | 12               | 48           | 71     | 8.00          | 2.00   | 12             | 8      |                               |
| Pickles, Vinegar and Sundries .....     | 7                | 42           | 20     | 5.00          | 2.00   | 10             | 8      |                               |
| Publishing and Printing .....           | 56               | 540          | 210    | 10.17         | 1.00   | 14             | 8      | 48                            |
| Clothing and Textiles .....             | 10               | 68           | 639    | 7.50          | 2.00   | 10             | 8      |                               |
| Slaughtering and Packing .....          | 7                | 4,865        | 643    | 10.00         | 3.36   | 10             | 7      |                               |
| Tobacco and Cigars .....                | 18               | 71           | 116    | 6.00          | 1.25   | 9              | 3      | 7                             |
| Bboxes and Crates .....                 | 7                | 241          | 131    | 5.75          | 2.00   | 10             | 8      |                               |
| Concrete Products .....                 | 18               | 205          | 10     | 10.08         | 3.00   | 10             | 8      |                               |
| Brooms and Whisks .....                 | 3                | 81           | 47     | 8.00          | 2.50   | 9              | 9      | 3                             |
| Ice Cream and Confections .....         | 13               | 131          | 173    | 13.00         | 1.00   | 10             | 8      | 1                             |

# INDUSTRIES—1920

|                                   | Number<br>Report-<br>ing | Capital<br>Invested | Cost of<br>Material | Value of<br>Product | Wages           |
|-----------------------------------|--------------------------|---------------------|---------------------|---------------------|-----------------|
| Agricultural Implements           | 10                       | \$1,603,566.91      | \$571,330.72        | \$918,457.39        | \$347,108.81    |
| Miscellaneous                     | 14                       | 1,180,575.00        | 1,202,936.35        | 2,038,405.08        | 1,542,807.64    |
| Alfalfa Molasses and Grain Feeds  | 9                        | 2,036,678.06        | 6,513,752.58        | 359,338.81          | 359,338.81      |
| Automobile and Trucks             | 7                        | 1,625,400.00        | 703,021.27          | 627,177.71          | 206,826.58      |
| Beet Sugar                        | 5                        | 7,139,000.00        | 10,708,909.56       | 12,705,490.20       | 1,931,417.78    |
| Bread, Pies and Pastries          | 33                       | 747,501.25          | 1,912,278.58        | 3,290,757.52        | 411,893.62      |
| Biscuit and Cracker Products      | 2                        | Not reported        | 3,315,730.18        | 7,197,062.17        | 783,717.59      |
| Brick and Tile                    | 11                       | 627,700.00          | 86,337.53           | 597,694.43          | 308,490.60      |
| Building Material                 | 1                        | 2,244,852.40        | 430,167.22          | 755,727.48          | 228,315.24      |
| Butter, Ice Cream and Eggs        | 29                       | 3,324,302.38        | 14,793,211.00       | 17,544,154.41       | 1,160,238.55    |
| Canning                           | 5                        | 215,000.00          | 668,334.32          | 939,548.02          | 127,663.60      |
| Canvas Goods                      | 7                        | 441,353.53          | 5,294,384.15        | 6,327,089.07        | 320,920.24      |
| Cooperage                         | 1                        | 128,000.00          | 596,782.80          | 835,266.32          | 121,167.68      |
| Carpets, Rugs and Furniture       | 1                        | 261,665.94          | 226,000.00          | 333,470.00          | 179,474.35      |
| Flour and Mill Products           | 61                       | 6,125,336.58        | 23,439,569.78       | 25,297,866.57       | 1,073,744.80    |
| Gas and Electricity               | 45                       | 35,865,586.82       | 2,245,764.25        | 3,313,534.80        | 2,717,410.55    |
| Granite and Marble Monuments      | 11                       | 270,750.00          | 182,236.57          | 378,143.36          | 57,237.04       |
| Harness and Leather Goods         | 21                       | 627,115.74          | 189,612.00          | 204,954.00          | 144,049.91      |
| Iron Products                     | 29                       | 2,106,219.83        | 2,497,567.19        | 4,868,730.42        | 1,367,418.89    |
| Ice                               | 6                        | 409,330.00          | 124,883.68          | 410,512.41          | 156,106.16      |
| Jewelry                           | 4                        | 47,675.46           | 22,738.30           | 49,092.04           | 15,571.05       |
| General Laundry                   | 12                       | 591,710.25          | 203,512.10          | 1,065,139.59        | 536,577.90      |
| Lumber and Planing Mill Products  | 9                        | 601,062.76          | 763,840.00          | 1,008,274.67        | 545,514.64      |
| Mineral and Soda Water            | 27                       | 582,300.00          | 369,505.13          | 742,892.01          | 170,438.07      |
| Paints, Lead and Oil              | 4                        | 395,520.00          | 303,583.91          | 1,066,317.76        | 84,559.07       |
| Poultry Feed, Seed and Incubators | 3                        | 106,900.00          | 316,791.01          | 661,990.97          | 118,797.05      |
| Poultry Medicines, etc.           | 12                       | 619,820.10          | 205,576.35          | 900,166.99          | 108,675.62      |
| Pickles, Vinegar and Sundries     | 7                        | 535,383.38          | 734,136.34          | 1,038,084.01        | 69,590.26       |
| Publishing and Printing           | 56                       | 2,116,943.00        | 1,449,254.05        | 3,374,778.70        | 1,479,477.70    |
| Clothing and Textiles             | 10                       | 788,749.00          | 2,001,243.29        | 2,835,772.04        | 619,279.11      |
| Slaughtering and Meat Packing     | 7                        | 5,830,000.00        | 117,097,082.84      | 123,144,870.74      | 7,813,845.38    |
| Tobacco and Cigars                | 18                       | 258,471.90          | 388,798.09          | 585,367.90          | 196,200.75      |
| Boxes and Crates                  | 7                        | 299,843.98          | 1,000,572.82        | 2,018,527.45        | 337,216.91      |
| Concrete Products                 | 18                       | 529,669.11          | 469,569.19          | 871,497.40          | 300,681.95      |
| Prooms and Whisks                 | 3                        | 106,600.00          | 300,588.89          | 533,127.97          | 101,617.40      |
| Ice Cream and Confections         | 13                       | 691,928.98          | 841,267.05          | 1,579,598.78        | 285,955.75      |
| Totals                            | 525                      | \$81,071,512.36     | \$202,607,808.09    | \$238,158,221.85    | \$26,559,407.35 |

# INDUSTRIES—1921

|                                         | Number<br>Report-<br>ing | Capital<br>Invested | Cost of<br>Material | Value of<br>Product | Wages<br>Paid   |
|-----------------------------------------|--------------------------|---------------------|---------------------|---------------------|-----------------|
| Agricultural Implements .....           | 5                        | \$503,300.00        | \$446,168.16        | \$876,966.42        | \$112,914.69    |
| Sheet Metal and Lead .....              | 9                        | 216,029.88          | 246,255.56          | 492,763.18          | 134,326.99      |
| Miscellaneous .....                     | 14                       | 7,620,838.50        | 385,703.51          | 776,340.95          | *1,861,560.50   |
| Automobile and Trucks .....             | 6                        | 1,536,981.10        | 428,030.52          | 681,380.57          | 207,702.93      |
| Beet Sugar .....                        | 1                        | Not reported        | 784,615.76          | 947,164.95          | 192,217.80      |
| Bread, Pies and Pastries .....          | 19                       | 660,700.00          | 1,531,073.73        | 2,493,491.15        | 482,875.78      |
| Biscuit and Cracker Products .....      | 2                        | Not given           | 1,907,088.36        | 5,079,395.06        | 599,944.08      |
| Brick and Tile .....                    | 11                       | 610,700.00          | 94,143.35           | 293,583.59          | 169,669.19      |
| Building Material .....                 | 2                        | 1,195,700.00        | 390,102.93          | 804,896.65          | 217,170.32      |
| Butter, Ice Cream and Eggs .....        | 18                       | 2,316,818.62        | 9,366,333.39        | 11,109,727.07       | 755,904.42      |
| Canning .....                           | 2                        | 108,061.43          | 169,566.54          | 261,861.00          | 31,870.30       |
| Canvas Goods .....                      | 4                        | 356,458.11          | 2,168,355.72        | 2,642,629.63        | 196,915.70      |
| Cooperage .....                         | 1                        | 123,750.00          | 208,477.64          | 343,436.93          | 87,026.33       |
| Carpets, Rugs and Furniture .....       | 3                        | 252,695.94          | 295,839.42          | 517,896.42          | 105,146.04      |
| Flour and Mill Products .....           | 42                       | 2,814,312.97        | 9,741,891.59        | 10,488,301.05       | 565,008.72      |
| Gas and Electricity .....               | 30                       | 10,617,064.92       | 1,403,078.99        | 2,768,448.06        | 581,366.74      |
| Granite and Marble Monuments .....      | 7                        | 140,258.00          | 73,910.29           | 256,658.16          | 49,835.78       |
| Harness and Leather Goods .....         | 12                       | 202,590.00          | 37,697.38           | 48,619.25           | 12,300.70       |
| Iron Products .....                     | 20                       | 2,841,416.30        | 1,060,420.61        | 2,660,390.49        | 888,123.88      |
| Ice .....                               | 6                        | 380,000.00          | 214,988.93          | 536,539.03          | 148,045.93      |
| Jewelry .....                           | 3                        | 37,660.99           | 37,463.40           | 45,603.56           | 14,795.25       |
| General Laundry .....                   | 9                        | 389,400.00          | 97,157.53           | 667,567.89          | 451,644.99      |
| Lumber and Planing Mill Products .....  | 6                        | 728,225.60          | 363,552.71          | 945,442.51          | 300,608.98      |
| Mineral and Soda Water .....            | 18                       | 799,650.00          | 275,530.61          | 572,560.40          | 132,565.24      |
| Paints, Lead and Oil .....              | 2                        | 367,060.00          | 262,554.55          | 403,396.60          | 19,664.11       |
| Poultry Feed, Seed and Incubators ..... | 3                        | 291,550.00          | 417,111.50          | 777,848.18          | 114,910.10      |
| Patent Medicine, etc .....              | 8                        | 721,941.40          | 216,119.08          | 693,642.86          | 60,789.83       |
| Pickles, Vinegar and Sundries .....     | 6                        | 253,000.00          | 109,374.25          | 490,465.11          | 40,494.57       |
| Publishing and Printing .....           | 43                       | 1,323,812.82        | 1,201,251.66        | 3,850,166.85        | 1,406,504.03    |
| Clothing and Textiles .....             | 3                        | 677,247.00          | 867,365.78          | 1,301,268.39        | 354,785.36      |
| Slaughtering and Meat Packing .....     | 4                        | 1,755,000.00        | 27,451,671.54       | 31,376,714.11       | 2,826,933.35    |
| Tobacco and Cigars .....                | 12                       | 59,792.78           | 81,072.10           | 133,233.25          | 36,425.41       |
| Brooms and Whisks .....                 | 2                        | 105,100.00          | 132,781.33          | 264,222.17          | 82,947.78       |
| Ice Cream and Confections .....         | 13                       | 808,047.87          | 633,066.56          | 1,111,043.46        | 493,047.34      |
| Concrete Products .....                 | 12                       | 290,800.00          | 496,205.20          | 684,614.52          | 152,414.50      |
| Boxes and Crates .....                  | 5                        | 328,922.69          | 552,597.94          | 851,467.26          | 210,418.31      |
| Totals .....                            | 363                      | \$41,447,116.92     | \$64,150,548.12     | \$88,249,446.73     | \$14,701,876.17 |

\*Telephone Co. included.

## LABOR DEPARTMENT APPROPRIATIONS

Following are the appropriations made by the legislature for the Labor Department from 1887 to 1923:

| Years         | Salary     |              |                             | Maintenance |            | Total      |
|---------------|------------|--------------|-----------------------------|-------------|------------|------------|
|               | Deputy     | Other Clerks | Number of Officers & Clerks | Office      | Deficiency |            |
| 1887-89.....  | \$3,000.00 |              |                             | \$1,200.00  |            | \$4,200.00 |
| 1889-91.....  | 3,000.00   | \$2,000.00   | 2                           | 3,000.00    |            | 8,000.00   |
| 1891-93.....  | 3,000.00   | 2,000.00     | 2                           | 3,000.00    |            | 8,000.00   |
| 1893-95.....  | 3,000.00   | 2,000.00     | 2                           | 1,000.00    |            | 6,000.00   |
| 1895-97.....  | 3,000.00   | 2,000.00     | 2                           | 1,100.00    |            | 6,100.00   |
| 1897-99.....  | 3,000.00   | 2,000.00     | 2                           | 650.00      | \$1,480.42 | 7,130.42   |
| 1899-01.....  | 3,000.00   | 3,000.00     | 3                           | 2,000.00    |            | 8,000.00   |
| 1901-03.....  | 3,000.00   | 3,680.00     | 3                           | 2,700.00    |            | 9,380.00   |
| 1903-05.....  | 3,000.00   | 3,680.00     | 3                           | 2,800.00    |            | 9,480.00   |
| 1905-07.....  | 3,000.00   | 4,080.00     | 3                           | 2,800.00    |            | 9,880.00   |
| 1907-09.....  | 3,000.00   | 1,680.00     | 2                           | 3,600.00    | 282.38     | 8,562.38   |
| 1909-11.....  | 3,000.00   | 1,680.00     | 2                           | 5,000.00    | 723.64     | 10,403.64  |
| 1911-13.....  | 3,000.00   | 1,680.00     | 2                           | 5,000.00    | 284.90     | 9,964.90   |
| 1913-15.....  | 3,000.00   | 1,680.00     | 2                           | 6,000.00    |            | 10,680.00  |
| 1915-17.....  | 3,000.00   | 1,680.00     | 2                           | 9,000.00    |            | 13,680.00  |
| 1917-19.....  | 10,000.00  | 4,680.00     | 4                           | 13,180.00   |            | 20,860.00  |
| 1919-21.....  | 10,000.00  | 8,520.00     | 7                           | 16,900.00   |            | 35,420.00  |
| 1921-23*..... | 10,000.00  | 26,208.00    | 7                           | 14,150.00   |            | 50,358.00  |

\*For the biennium beginning July 1, 1921 and ending June 30, 1923.

## DEPARTMENT ORGANIZED IN 1887

The Labor Department of the State was organized in 1887 as the Bureau of Labor. A Deputy Commissioner of Labor, appointed by the Governor, conducted the affairs of the office until 1919, when the Department of Labor was established under the Civil Administrative Code Law, with the title of Secretary of Labor. The names of the Deputy Labor Commissioners and the years of their service, are as follows:

|                        |           |
|------------------------|-----------|
| John Jenkins .....     | 1887-1888 |
| John Jenkins .....     | 1889-1890 |
| Philip Andres .....    | 1891-1892 |
| J. B. Erion .....      | 1893-1894 |
| J. H. Powers .....     | 1895-1896 |
| Sidney J. Kent .....   | 1897-1898 |
| Sidney J. Kent .....   | 1899-1900 |
| C. E. Watson .....     | 1901-1902 |
| Burrett Bush .....     | 1903-1904 |
| Burrett Bush .....     | 1905-1906 |
| John J. Ryder .....    | 1907-1908 |
| W. M. Maupin .....     | 1909-1910 |
| L. V. Guye .....       | 1911-1912 |
| C. W. Pool .....       | 1913-1914 |
| F. M. Coffey .....     | 1915-1916 |
| G. E. Norman .....     | 1917-1918 |
| Frank A. Kennedy ..... | 1919-1920 |
| Frank A. Kennedy ..... | 1921-1922 |







